Form (2)

THE REPUBLIC OF THE UNION OF MYANMAR

The Myanmar Investment Commission

PERMIT

Republic of the Union of Myanmar ★ Sr. No. 17161-I Dated 26.9.2013 ★ Myanmar Investment Commission

Permit No. 629/2013 Date 26 September 2013

The Myanmar Investment Commission issues this Permit under Section 13(b) of the Republic of the Union of Myanmar Foreign Investment Law-

(a) Name of Investor/Promoter MR. LEUNG SHIU HONG

(b) Citizenship CHINESE

(c) Address 27 E, BLOCK 9, DISCOVERY PARK, TSUEN WAN, HONG KONG

(d) Name and Address of principal organization HYDRODYNAMIC INDUSTRIAL CO., LTD., 2/F, KWONG FAT HONG BUILDING, 2-6 WING LOK STREET, SHEUNG WAN, HONG KONG

(e) Place of incorporation HONG KONG

(f) Type of business in which investment is to be MANUFACTURING OF SPORTSWEAR ON CMP BASIS

(g) Place(s) at which investment is permitted PLOT NO. 464/B, MYAY TAING QUARTER NO.25, SHWELINBAN INDUSTRIAL ZONE, HLAING THARYAR TOWNSHIP, YANGON REGION

(h) Amount of foreign capital US $ 1.500 MILLION

(i) Period for bringing in foreign capital WITHIN (6) MONTHS AFTER ISSUANCE OF MIC PERMIT

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US $ 1.500 MILLION

(k) Construction period 6 MONTHS

(l) Permitted duration of investment 50 YEARS

(m) Form of investment WHOLLY FOREIGN OWNED INVESTMENT

(n) Name of the economic organization to be formed in Myanmar HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

Win Shein

Chairman

The Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၆၂၉/၂၀၁၃ ၂၀၁၃ ခုနှစ်၊ စက်တင်ဘာလ ၂၆ ရက်

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေ ပုဒ်မ (၁၃)ပုဒ်မခွဲ(ခ) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည် -

(က) ရင်းနှီးမြှုပ်နှံသူ/ကမကထပြုသူအမည် MR. LEUNG SHIU HONG

(ခ) နိုင်ငံသား CHINESE

(ဂ) နေရပ်လိပ်စာ 27 E, BLOCK 9, DISCOVERY PARK, TSUEN WAN, HONG KONG

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့်လိပ်စာ HYDRODYNAMIC INDUSTRIAL CO., LTD., 2/F, KWONG FAT HONG BUILDING, 2-6 WING LOK STREET, SHEUNG WAN, HONG KONG

(င) ဖွဲ့စည်းရာအရပ် HONG KONG

(စ) ရင်းနှီးမြှုပ်နှံသည့် လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် အားကစားဝတ်စုံများ ထုတ်လုပ်ခြင်းလုပ်ငန်း

(ဆ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ်(၄၆၄/ဘီ)၊ မြေတိုင်းရပ်ကွက်အမှတ်(၂၅)၊ ရွှေလင်ပန်းစက်မှုဇုန်၊ လှိုင်သာယာမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဇ) နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ အမေရိကန်ဒေါ်လာ ၁.၅၀၀ သန်း

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ကော်မရှင်ခွင့်ပြုမိန့်ရရှိပြီး (၆)လအတွင်း

(ည) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၁.၅၀၀ သန်းနှင့် ညီမျှသော မြန်မာကျပ်ငွေ

(ဋ) တည်ဆောက်မှုကာလ ၆ လ

(ဌ) ရင်းနှီးမြှုပ်နှံခွင့်ပြုသည့် သက်တမ်း ၅၀ နှစ်

(ဍ) ရင်းနှီးမြှုပ်နှံမှုပုံစံ ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(ဎ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် စီးပွားရေး အဖွဲ့အစည်းအမည် HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

THE REPUBLIC OF THE UNION OF MYANMAR

MYANMAR INVESTMENT COMMISSION

Building No.(32), Nay Pyi Taw

Our ref : Ya Ka-1/Na-846/2013(17161-)I Tel: 067- 406334, 406075

Date : 26 September 2013 Fax: 95-67-406333

Subject: **Decision of the Myanmar Investment Commission on the Proposal for "Manufacturing of Sportswear on CMP Basis" under the name of "Hydrodynamic Industrial (Myanmar) Company Limited"**

Reference: Hydrodynamic Industrial (Myanmar) Company Limited Letter dated (2.7.2013).

1. The Myanmar Investment Commission, at its meeting (24/2013) held on (11-9-2013) had approved the proposal for investment in "Manufacturing of Sportswear on CMP Basis" under the name of "Hydrodynamic Industrial (Myanmar) Company Limited" submitted by Hydrodynamic Industrial Company Limited from Hong Kong as a wholly foreign owned investment.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VII, section 13(b) of the Republic of the Union of Myanmar Foreign Investment Law and Chapter VIII, Rule 49 of the Foreign Investment Rules relating to the said Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the project shall be 50(fifty) years for commencing from the date of signing of the Lease Agreement for land and buildings and extendable for another 10(ten) years two terms period by mutual agreement between U Khin Maung Tun @ Sae Rat Ahmet and Hydrodynamic Industrial (Myanmar) Company Limited. At the end of the Lease Agreement for land and buildings, Hydrodynamic Industrial (Myanmar) Company Limited shall transfer the leased land and buildings to the lessor within 3(three) months in good condition, ground damages having been refilled or repaired.

4. The annual rent for the land and buildings shall be US $ 100,000 (United States Dollar one hundred thousand only) calculated at the rate of US $ 9.88 per square metre per year of the land and buildings measuring 10,121.547 square metres (2.501acres).

5. In issuing this "Permit," the Commission has granted, the followings, exemptions and reliefs as per section 27(a) (h) (i) and (k) of the Republic of the

Union of Myanmar Foreign Investment Law. Other exemptions and reliefs under section 27 shall have to be applied upon the actual performance of the project:

(a) As per section-27(a), income tax exemption for a period of five consecutive years including the year of commencement on commercial production;

(b) As per section-27(h), exemption or relief from customs duty or other internal taxes or both on machineries, equipments, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for used during the period of construction of business;

(c) As per section-27(i), exemption or relief from customs dūty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(d) As per section- 27(k), exemption or relief from commercial tax on the goods produced for export.

6. Hydrodynamic Industrial (Myanmar) Company Limited shall have to sign the Lease Agreement for Land and Buildings with U Khin Maung Tun @ Sae Rat Ahmet. After signing such Agreement, (5) copies shall have to be forwarded to the Commission.

7. Hydrodynamic Industrial (Myanmar) Company Limited in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum and Articles of Association shall have to be forwarded to the Commission.

8. Hydrodynamic Industrial (Myanmar) Company Limited shall use its best efforts for timely realization of works stated in the Proposal. If none of such works has been commenced within one year from the date of issue of this "Permit" it shall become null and void.

9. Hydrodynamic Industrial (Myanmar) Company Limited has to abide by Chapter X. Rules 58 and 59 of the Foreign Investment Rules for construction works.

10. As per Chapter X, Rule 61 of the Foreign Investment Rules, extension of construction period shall not be granted more than one except it is due to unavoidable events such as natural disasters, instabilities, riots, strikes, emergency of State condition, insurgency and outbreak of wars.

11. As per Chapter X, Rule 63 of the Foreign Investment Rules, if the Hydrodynamic Industrial (Myanmar) Company Limited cannot construct completely in

time the construction period or extension period, the Commission will have to terminate the permit issued to the investor and there is no refund for the expenses of the project.

12. The commercial date of operation shall be reported to the Commission.

13. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal and also in accordance with Chapter XI, section 24 and section 25 of the Republic of the Union of Myanmar Foreign Investment Law and Hydrodynamic Industrial (Myanmar) Company Limited has to follow the existing Labour Laws for the recruitment of staff and labour in accordance with Chapter XIII, Rule 84 of the Foreign Investment Rules.

14. In order to evaluate foreign capital and for the purpose of its registration in accordance with the provisions under Chapter XV, section 37 of the Republic of the Union of Myanmar Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened and defined under Chapter XVI, Rules 134 and 135 of the Foreign Investment Rules;

(b) the detailed lists of the type and value of foreign capital defined under section 2(i) of the said Law, other than foreign currency.

15. Hydrodynamic Industrial (Myanmar) Company Limited brings in foreign capital defined under section 2(i) of the said Law, other than foreign currency in the manner stated in paragraph 14(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

16. Hydrodynamic Industrial (Myanmar) Company Limited has the right to make account transfer and expend the foreign currency from his bank account in accordance with Chapter XVI, Rule 136 of the Foreign Investment Rules and for transfer of local currency generated from the business to the local currency account opened at the bank by a citizen or a citizen-owned business in the Union and right to transfer back the equivalent amount of foreign currency from the foreign currency bank account of citizen or citizen-owned business by submitting the sufficient document in accordance with Chapter XVII Rule 145 of the Foreign Investment Rules.

17. Hydrodynamic Industrial (Myanmar) Company Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost over run, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

18. Hydrodynamic Industrial (Myanmar) Company Limited shall be responsible for the preservation of the environment at and around the area of the project site. In addition to this, it shall carry out as per instructions made by Ministry of Environmental Conservation and Forestry in which to conduct Initial Environmental Examination (IEE) Process and an Environmental Management Plan (EMP) which describe the measure to be taken for preventing, mitigation and monitoring significant environmental impacts resulting from the implementation and operation of proposed project or activity has to be prepared and submitted and to perform activities in accordance with this EMP and to abide by the environmental policy, Environmental Conservation Law and other environmental related rules and procedures.

19. Payment of principal and interest of the loan (if any) as well as payment for import of raw materials and spare parts etc., shall be made from export earning (CMP charges) of Hydrodynamic Industrial (Myanmar) Company Limited.

20. Hydrodynamic Industrial (Myanmar) Company Limited in consultation with Myanma Insurance, shall effect such types of insurance defined under Chapter XII, Rules 79 and 80 of the Foreign Investment Rules.

(Win Shein)
Chairman

Hydrodynamic Industrial (Myanmar) Company Limited

cc:
1. Office of the Government of the Republic of the Union of Myanmar
2. Office of the Yangon Region Government
3. Ministry of National Planning and Economic Development
4. Ministry of Finance
5. Ministry of Commerce
6. Ministry of Industry
7. Ministry of Foreign Affairs
8. Ministry of Home Affairs
9. Ministry of Immigration and Population
10. Ministry of Labour, Employment and Social Security
11. Ministry of Electric Power
12. Ministry of Environmental Conservation and Forestry
13. Chairman, CMP Enterprises Supervision Committee
14. Director General, Directorate of Investment and Company Administration

15. Director General, Directorate of Industrial Supervision and Inspection
16. Director General , Department of Human Settlements & Housing Development
17. Director General, Customs Department
18. Director General, Internal Revenue Department
19. Director General, Directorate of Trade
20. Director General, Immigration and National Registration Department
21. Director General, Directorate of Labour
22. Director General, Department of Environmental Conservation
23. Managing Director, Myanma Foreign Trade Bank
24. Managing Director, Myanma Investment and Commercial Bank
25. Managing Director, Myanma Insurance
26. Managing Director, Myanma Electric Power Enterprise
27. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)

PROPOSAL OF THE PROMOTER

TO MAKE

100 % FOREIGN INVESTMENT

IN

THE REPUBLIC OF THE UNION OF MYANMAR

MANUFACTURING OF SPORT WARE

ON CMP BASIS

AT

SHWE LIN BAN INDUSTRIAL ZONE, YANGON

SUBMITTED BY

HYDRODYNAMIC INDUSTRIAL (MYANMAR)

COMPANY LIMITED

Hydrodynamic Industrial Company Limited

2/F, Kwong Fat Hong Building, 2-6 Wing Lock Street, Sheung Wan, Hong Kong
Tel (852) 2854 2338 Fax: (852) 2854 9338

To

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar

Date: September 4, 2013

Subject: :Response to the referenced letters

References: 1. Letter No. 2/3-6 (5) / Sii Pwar dated 27-8-2013 of Yangon Region Government

2. Letter No.2/220 (Kha) (6)/(4708/2013) dated 27-7-2013 of the Ministry of Environmental Conservation and Forestry to Myanmar Investment Commission

3. Letter No. 13- Sa Ma (2) 2013-2014 (2082) dated 31-7-2013 of the Ministry of Industry

4. Letter No. 34-Ah La/Khwe (2) 2013 (7374) dated 17-7-2013 of the CMP Supervisory Committee

Hydrodynamic Industrial (Myanmar) Co., Ltd. has prepared and changed the requirements mentioned in the referenced letters.

1. Regarding the reference 2, the company has acquired the Initial Environmental Examination Report which is prepared by LIVE Environment Assessment Group as per the instruction of the Ministry of Environmental Conservation and Forestry.
2. Regarding the reference 3, as per the comment of the Ministry of Industry , the company will employ more employees and install more machines in order to fulfill the target production after 5 years.
3. Regarding the reference 4, the company changed the norm requirement of fabric and CMP charges as well as as per the instruction of CMP Supervisor Committee.
4. The company undertakes that the employees will pay income tax to the income tax department.

Respectfully

Mr. Leung Shiu Hong
Director

၃၆၅၃
၂၇/၈/၁၄

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ်၊ ၂ / ၃ - ၆ (၅) / စီးပွား
ရက် စွဲ ၊၂၀၁၃ ခုနှစ်၊ ဩဂုတ် လ ၂၇ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
နေပြည်တော်

အကြောင်းအရာ ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁. ၇. ၂၀၁၃ ရက်စွဲပါစာအမှတ်၊ ရက-၆(ခ) / န-၈၄၆ / ၂၀၁၃ (၇၁၅၈)

၁။ ဟောင်ကောင်မှ Hydrodynamic Industrial Co., Ltd သည် မြန်မာနိုင်ငံတွင် Hydrodynamic Industrial (Myanmar) Co.,Ltd တည်ထောင်၍ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ လှိုင်သာယာမြို့နယ်၊ ရွှေလင်ပန်းစက်မှုဇုန်၊ မြေတိုင်းရပ်ကွက်အမှတ် (၂၅)၊ မြေကွက်အမှတ် (၄၆၄ /ဘီ)ရှိ မြေ ၂. ၅၀၁ ဧက (၁၀၁၂၁. ၅၄ စတုရန်းမီတာ)အား ငှားရမ်း၍ CMP စနစ်ဖြင့်အထည်ချုပ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် လျှောက်ထားလာခြင်းအပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်းစာဖြင့် အကြောင်းကြားလာခြင်းနှင့်ပတ်သက်၍ ကွင်းဆင်းစိစစ်မှုအရ အောက်ပါအတိုင်း သဘောထားမှတ်ချက်တင်ပြအပ်ပါသည် -

(က) ရင်းနှီးမြှုပ်နှံမှုပြုမည့်နေရာသည် စက်မှုဇုန်မြေဖြစ်သဖြင့် နောင်ပြုလုပ်မည့် (သို့မဟုတ်) လက်ရှိမြို့ပြစီမံကိန်းကို ထိခိုက်နိုင်ခြင်းမရှိပါ။ အဆိုပြုလုပ်ငန်းလုပ်ကိုင်ရန်အတွက် မြေနှင့်အဆောက်အဦပိုင်ရှင် ဆေရက်အာမတ်(ခ)ခင်မောင်ထွန်းထံမှ ဟောင်ကောင်နိုင်ငံသား Mr. Leung Shin Hong က ငှားရမ်းခအဖြစ် မြေတစ်စတုရန်းမီတာလျှင် အမေရိကန်ဒေါ်လာ (၉. ၈၈)ဒေါ်လာနှုန်းဖြင့် တစ်နှစ်တစ်ကြိမ် စာချုပ်ချုပ်ပြီး နှစ်(၃၀)ငှားရမ်း လုပ်ကိုင်သွားမည်ဖြစ်ပါသည်။

(ခ) အဆိုပြုလုပ်ငန်းလည်ပတ်လုပ်ကိုင်ပါက ပြည်တွင်းလုပ်သားအင်အား (၆၉၀)ဦး အလုပ်အကိုင်ရရှိမည်ဖြစ်သောကြောင့် မြို့နယ်ဒေသအလုပ်အကိုင်အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုအတွက် အထောက်အကူဖြစ်စေပါသည်။

(ဂ) ဖော်ပြပါမြေနေရာသည် စက်မှုဇုန်မြေဖြစ်သဖြင့် စက်ရုံအတွက်သုံးစွဲခြင်းအပေါ် ဒေသခံများက လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းမှုတို့အရ လက်ခံနိုင်ခြင်းရှိပါသည်။

(ဃ) အဆိုပြုလုပ်ငန်းမှာ သဘာဝပတ်ဝန်းကျင်အား ထိခိုက်နိုင်ခြင်းမရှိပါ။

အထက်ဖော်ပြပါအချက်များကြောင့် (၂၂. ၈. ၂၀၁၃)ရက်နေ့တွင် ကျင်းပပြုလုပ်သော ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၃၄/၂၀၁၃)၊ ဆုံးဖြတ်ချက်အပိုဒ်(၃၉)အရ Hydrodynamic Industrial (Myanmar) Co.,Ltd ၏ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းသစ်ဆောင်ရွက်မှုအား ခွင့်ပြုသင့်ပါကြောင်း ထောက်ခံ တင်ပြအပ်ပါသည်။

(မြင့်ဆွေ)
ဝန်ကြီးချုပ်

မိတ္တူကို

ရန်ကုန်တိုင်းဒေသကြီးစီမံကိန်းနှင့်စီးပွားရေးဝန်ကြီး
ရန်ကုန်မြောက်ပိုင်းခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာနအုပ်ချုပ်ရေးမှူးရုံး
လှိုင်သာယာမြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာနအုပ်ချုပ်ရေးမှူးရုံး
Hydrodynamic Industrial (Myanmar) Co.,Ltd
လက်ခံစာတွဲ
မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန
ပြည်ထောင်စုဝန်ကြီးရုံး

M-2343
26/7

စာအမှတ် ၂/၂၂၀(ခ)(ဖ)/(၄၇၀၈ /၂၀၁၃)
ရက်စွဲ ၂၀၁၃ ခုနှစ်၊ ဇူလိုင်လ ၂၄ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ ။ Hydrodynamic Industrial Myanmar Co., Ltd. မှ CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ

ရည် ညွှန်း ချက် ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၃-၇-၂၀၁၃ ရက်စွဲပါစာအမှတ်- ရက - ဖ (ခ) / န - ၈၄ဖ / ၂၀၁၃ (၇၁၆၀)

၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ဟောင်ကောင်မှ Hydrodynamic Industrial Co., Ltd သည် မြန်မာနိုင်ငံတွင် Hydrodynamic Industrial Myanmar Co., Ltd တည်ထောင်၍ ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ လှိုင်သာယာမြို့နယ်၊ ရွှေလင်ပန်းစက်မှုဇုန်၊ မြေတိုင်းရပ်ကွက်အမှတ်(၂၅)၊ မြေကွက်အမှတ် (၄၆၄ / ဘီ) ရှိ မြေ (၂.၅၀၁)ဧက (၁၀၁၂၁.၅၄) စတုရန်းမီတာအား ငှားရမ်း၍ CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်ကိစ္စနှင့်ပတ်သက်၍ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး နှင့် သစ်တောရေးရာဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်ကို စီစစ်ပြန် ကြားအပ်ပါသည်။

၂။ ပူးတွဲပေးပို့လာသည့်အဆိုပြုလွှာအား စီစစ်ရာတွင် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံခွင့် လျှောက်ထားခြင်း၊ စက်ရုံဝန်ထမ်းများသက်သာချောင်ချိရေးနှင့် လုပ်ငန်းခွင့်သာယာရေးအတွက် စီစဉ်ဆောင်ရွက်ထားမည်ဖြစ်ပါကြောင်း၊ မီးဘေးကြိုတင်ကာကွယ်ရေးလုပ်ငန်းများ ဆောင်ရွက်မည်ဖြစ်ပါကြောင်း၊ စွန့်ပစ်အရည်များအား သန့်စင်ပြီးမှသာ စွန့်ပစ်မည်ဖြစ်ပါကြောင်း ဖော်ပြပါရှိပြီး သဘာဝပတ်ဝန်းကျင် ထိခိုက်ပျက်စီးမှုမရှိစေရန် အကောင်အထည်ဖော် ဆောင်ရွက်မည့်အသေးစိတ် အစီအစဉ်များ ရေးဆွဲထားခြင်းမရှိကြောင်း စီစစ်တွေ့ရှိရပါသည်။

၃။ အဆိုပြုအထည်ချုပ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်မည်ဆိုပါက အထည်ချုပ်စက်ရုံတွင် အသုံးပြုမည့် ကုန်ကြမ်းပိတ်စများဖြစ်သည့် နိုင်လွန်/ ပေါ်လီအက်စတာ၊ ပိုးအတု အစရှိသည့်

Synthetic ကုန်ကြမ်းပိတ်စများသည် ဆွေးမြေ့ပျက်စီးရန်အချိန်ကြာမြင့်ပြီး ပတ်ဝန်းကျင် ညစ်ညမ်းမှုဖြစ်စေနိုင်ခြင်း၊ လုပ်ငန်းအဆင့်တိုင်းမှထွက်ရှိလာမည့် ပိတ်ဖြတ်စများ၊ အမှုန်အမွှား များ၊ ကုန်ပစ္စည်းထုတ်လုပ်ရာမှ ထွက်ရှိမည့်စွန့်ပစ်ပစ္စည်း၊ ဆိုးဆေး၊ ချုပ်ဆေးများ၊ စွန့်ပစ်အရည် များကို စနစ်တကျမစွန့်ပစ်ပါက ပတ်ဝန်းကျင်ညစ်ညမ်းမှုဖြစ်ခြင်းစသော ပတ်ဝန်းကျင်ဆိုင်ရာ ထိခိုက်မှု ပြဿနာများဖြစ်ပေါ်စေနိုင်ပါသည်။

၄။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ဟောင်ကောင်မှ Hydrodynamic Industrial Co., Ltd သည် မြန်မာနိုင်ငံတွင် Hydrodynamic Industrial Myanmar Co., Ltd တည်ထောင်၍ ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ လှိုင်သာယာ မြို့နယ်၊ ရွှေလင်ပန်းစက်မှုဇုန်၊ မြေတိုင်းရပ်ကွက်အမှတ်(၂၅)၊ မြေကွက်အမှတ် (၄၆၄ / ဘီ) ရှိ မြေ (၂.၅၀၁)ဧက (၁၀၁၂၁.၅၄) စတုရန်းမီတာအား ငှားရမ်း၍ CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်ကိစ္စနှင့်ပတ်သက်၍ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး နှင့် သစ်တော ရေးရာဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်ကို အောက်ပါအတိုင်း ပြန်ကြားအပ်ပါသည်-

(က) အထည်ချုပ်လုပ်ငန်းကြောင့် ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်နှင့် လူမှုရေး ထိခိုက်ပျက်စီးမှုများ လျော့နည်းစေရန်အတွက် လုပ်ငန်းစီမံကိန်းရေးဆွဲချမှတ် ခြင်း၊ ထုတ်လုပ်ခြင်းအဆင့်ဆင့်တို့အတွက် စီမံကိန်းဆိုင်ရာ အချက်အလက် များ ပြည့်စုံစွာဖော်ပြပြီး လုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ထိခိုက်မှု အနည်းဆုံးဖြစ်စေမည့် နည်းလမ်း အစီအမံများ ထည့်သွင်းဆောင်ရွက်ရန်၊

(ခ) စီမံကိန်းလုပ်ငန်း ဆောင်ရွက်မှုကြောင့် ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်၊ လူမှုရေးနှင့် ကျန်းမာရေးထိခိုက်ပျက်စီးမှုများ လျော့နည်းစေရန်အတွက် လုပ်ငန်းအကောင်အထည်မဖော်မီ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ အမိန့်ကြော်ငြာစာအမှတ် (၁/၂၀၁၃)အရ လိုအပ်သည့် ပတ်ဝန်းကျင်ဆိုင်ရာ ကနဦး လေ့လာခြင်း (Initial Environmental Examination-IEE) လုပ်ငန်းကို ဆောင်ရွက်ရန်၊

(ဂ) [illegible]

[illegible] အစီအစဉ်၊ စွန့်ပစ်ပစ္စည်း/စွန့်ပစ်အရည်များ စီမံခန့်ခွဲမှု အစီအစဉ်၊ စောင့်ကြည့် လေ့လာမည့် အစီအစဉ်၊ ပတ်ဝန်းကျင်ထိခိုက်မှု လျော့ပါးရေး ဆောင်ရွက်မည့် လုပ်ငန်းများအတွက် သုံးစွဲမည့်ရန်ပုံငွေ စသည်တို့ပါဝင်သည့် ပတ်ဝန်းကျင်

ဆိုင်ရာ စီမံခန့်ခွဲမှုစီမံချက် (Environmental Management Plan-EMP) ရေးဆွဲတင်ပြရန်နှင့် စီမံချက်ပါအတိုင်း အကောင်အထည်ဖော် ဆောင်ရွက်ရန်၊

(ဃ) နိုင်ငံတော်မှ ပြဋ္ဌာန်းထားသည့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာ မူဝါဒ၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး ဥပဒေတို့နှင့်အညီ လိုက်နာကျင့်သုံး အကောင်အထည်ဖော်ဆောင်ရွက်ရန်၊

ပြည်ထောင်စုဝန်ကြီး (ကိုယ်စား)

(မျိုးဝင်း ၊ ရုံးအဖွဲ့မှူး)

မိတ္တူ - ညွှန်ကြားရေးမှူးချုပ်၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

- ညွှန်ကြားရေးမှူးချုပ်၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စက်မှုဝန်ကြီးဌာန

စာအမှတ်၊ ၁၃-စမ(၂)၂၀၁၃-၂၀၁၄(၂၀၈၂)
ရက်စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဇူလိုင်လ ၃၁ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ရုံး

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်ပြန်ကြားခြင်း**

ရည်ညွှန်းချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၃.၇.၂၀၁၃ ရက်စွဲပါ စာအမှတ်၊ ရက-၆(ခ)/န-၈၄၆/၂၀၁၃(၇၁၅၉)

၁။ ဟောင်ကောင်မှ Hydrodynamic Industrial Co.,Ltd သည် မြန်မာနိုင်ငံတွင် Hydrodynamic Industrial (Myanmar) Co.,Ltd တည်ထောင်၍ ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ လှိုင်သာယာမြို့နယ်၊ ရွှေလင်ပန်းစက်မှုဇုန်၊ မြေတိုင်းရပ်ကွက်အမှတ်(၂၅)၊ မြေကွက်အမှတ်(၄၆၄/ဘီ)တွင် CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ခြင်းလုပ်ငန်းကို နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းအပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် ညှိနှိုင်းမေတ္တာရပ်ခံလာပါသည်။

၂။ အဆိုပါကုမ္ပဏီမှ ဆောင်ရွက်မည့်လုပ်ငန်းနှင့်ပတ်သက်၍ အောက်ပါအတိုင်း စိစစ်တွေ့ရှိရပါသည်-

(က) ရာနှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ လှိုင်သာယာမြို့နယ်၊ ရွှေလင်ပန်းစက်မှုဇုန်တွင် CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ငန်း ဆောင်ရွက်မည်ဖြစ်ပါသည်။

(ခ) CMP ချုပ်ခနှုန်းထားများ ဆီလျော်မှုရှိပါသည်။

(ဂ) ကုန်ကြမ်းလိုအပ်ချက်နှင့် ကုန်ချောထုတ်လုပ်မှုအချိုးအစားညီညွတ်မှုရှိပါသည်။

(ဃ) ပထမ(၅)နှစ်၏နောက်ပိုင်းတွင် ထုတ်လုပ်မှုလျာထားချက် ပြည့်မီရန်အတွက် စက်အင်အား/လူအင်အား ထပ်မံဖြည့်ဆည်းရန် လိုအပ်ပါမည်။

(င) ပန်းပုံရိုက်ခြင်းလုပ်ငန်းမှာ ချုပ်ထည်များတွင် သေးငယ်သောတံဆိပ်၊ စာတမ်းစသည်တို့ကို လက်ဖြင့် ပန်းရိုက်ဆေးကြောသည့် ရေသာ စွန့်ပစ်ရေအဖြစ်ထွက်ရှိမည်ဖြစ်ရာ ပတ်ဝန်းကျင်ညစ်ညမ်းမှုမထိခိုက်နိုင်ကြောင်း တွေ့ရှိရပါသည်။

၃။ သို့ပါ၍ Hydrodynamic Industrial (Myanmar) Co.,Ltd မှ CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ခြင်းလုပ်ငန်းဆောင်ရွက်ရာတွင် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေ၊ တည်ဆဲဥပဒေ လုပ်ထုံးလုပ်နည်းများနှင့်အညီ ဆောင်ရွက်မည်ဆိုပါက ဤဝန်ကြီးဌာနအနေဖြင့် ကန့်ကွက်ရန်မရှိပါကြောင်း ပြန်ကြားအပ်ပါသည်။

ပြည်ထောင်စုဝန်ကြီး (ကိုယ်စား)
(သွင်မြင့်မောင်၊ ရုံးအဖွဲ့မှူး)

မိတ္တူကို
စက်မှုကြီးကြပ်ရေးနှင့်စစ်ဆေးရေးဦးစီးဌာန
အထည်အလိပ်လုပ်ငန်း

MITC ၃၄၅/၁၈။၂

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
CMP လုပ်ငန်းများကြီးကြပ်ရေးကော်မတီ

စာအမှတ်၊ ၃၄-အလ/ခွဲ(၂)၂၀၁၃(၇၃၄)
ရက်စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဇူလိုင် လ ၁၇ ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ Hydrodynamic Industrial Myanmar Co., Ltdမှ CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်အပေါ် သဘောထားမှတ်ချက်ပေးပို့ခြင်း

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် ၏ ၃.၇.၂၀၁၃ ရက်စွဲပါ စာအမှတ်၊ ရက-၆(ခ)/န-၈၄၆/၂၀၁၃(၇၁၆၁)

၁။ ရန်ကုန်တိုင်းဒေသကြီး၊ လှိုင်သာယာမြို့နယ်၊ ရွှေလင်ပန်းစက်မှုဇုန်၊ မြေတိုင်း အမှတ် (၂၅)၊ မြေကွက် အမှတ် (၄၆၄/ဘီ) ရှိ မြေ (၂.၅၀၁)ဧကအား ငှားရမ်း၍ ဟောင်ကောင်ရှိ Hydrodynamic Industrial Myanmar Co., Ltd မြန်မာနိုင်ငံတွင် Hydrodynamic Industrial Myanmar Co., Ltd တည်ထောင်၍ နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံမှုဖြင့် CMP စနစ်ဖြင့် အထည်ချုပ် လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ရန် တင်ပြမှုအပေါ် CMP လုပ်ငန်းများ မြေပြင်ကွင်းဆင်း စစ်ဆေးရေး အဖွဲ့ဥက္ကဋ္ဌ၊ အလုပ်ရုံနှင့်အလုပ်သမားဥပဒေစစ်ဆေးရေးဦးစီးဌာန၊ ညွှန်ကြားရေးမှူးချုပ် ဦးဝင်းရှိန် နှင့် အမှတ် (၁၇) စက်ရုံမှူး ဒေါ်လှသီတာတို့သည် ၉.၇.၂၀၁၃ ရက် (၁၉း၃၀) နာရီတွင် တာဝန်ရှိသူများနှင့် တွေ့ဆုံ၍ မေးမြန်းခဲ့ပါသည်။

၂။ Hydrodynamic Industrial Myanmar Co., Ltd ၏ အဆိုပြုချက်အား အောက်ပါအတိုင်း စိစစ်တင်ပြ အပ်ပါသည် -

(က) C.M.P ကုန်ကြမ်း လိုအပ်ချက်နှင့်ကုန်ချောထုတ်လုပ်မှု အချိုးအစား ညီညွတ်မှု ရှိ/မရှိ

အဆိုပြုချက်ပါ ကုန်ကြမ်း လိုအပ်ချက် ဖော်ပြမှုကို စိစစ်ရာ အောက်ပါအတိုင်း တွေ့ရှိရပါသည် -

ချုပ်ထည်	တစ်ထည် လိုအပ်ချက်နှုန်းထား	ပုံမှန်လိုအပ်ချက်နှုန်းထားများ ကိုက်ညီမှုရှိ/မရှိ
1. Type 11 & 1V Nylon Life Vest	0.40 yd/pc	ကိုက်ညီမှုမရှိပါ။

အဆိုပြုချက်ပါ တစ်နှစ်လုံးအတွက် ကုန်ကြမ်းလိုအပ်ချက်မှာ တစ်ထည် လိုအပ်ချက် နှုန်းထားမြစ်သတ်မှတ်စံနှုန်းများ ကိုက်ညီမှုမရှိကြောင်းတွေ့ရှိရပြီး အဆိုပြုချက် တွင် ပစ္စည်း(၇)မျိုး ထုတ်လုပ်ရန် ဖော်ပြထားသော်လည်း ပထမနှစ်တွင် (၁)မျိုးတည်းသာ ထုတ်လုပ်ပြီး(၁၀)နှစ်ကြာမှသာ (၇)မျိုးလုံး ထုတ်လုပ်မည်ဖြစ်ကြောင်းတွေ့ရှိရပါသည် -

ချုပ်ထည်	အဆိုပြု ထုတ်လုပ်မှု အရေအတွက်	လိုအပ်မည့်ကုန်ကြမ်းအရေအတွက်(ကိုက်) ပုံမှန်စံနှုန်း
1. Type 11 & 1V Nylon Life Vest	50000 pcs	17500 yds

ပစ္စည်းအားလုံး ထုတ်လုပ်မည်ဆိုပါက ကုန်ကြမ်း ကိုက် ၁၇၅၀၀ ကိုက်ဖြစ်ပြီး တစ်နှစ်စာ ကုန်ကြမ်း သုံးစွဲမှုမှာ ၂၀၀၀၀ ကိုက် ဖြစ်သဖြင့် ကိုက် ၂၅၀၀ များနေ၍ ပြင်ဆင်တင်ပြသင့်ပါသည်။ အဆိုပြုချက် ပါ ဒုတိယနှစ်နှင့် စတုတ္ထနှစ် ထုတ်လုပ်မည့် Type 111 Nylon Life Vest နှင့် Type 111 Neoprene Life Vest ကုန်ကြမ်းသုံးစွဲမှုစံနှုန်းများ လည်းများနေပါသည်။

(ခ) **C.M.Pလက်ခနှုန်းထားများ တင်ပြမှုဆီလျော်မှုရှိ/မရှိ၊** အဆိုပြုချက်ပါ C.M.P လက်ခနှုန်းထားများသည်လက်ရှိရရှိသည့်C.M.P သင့်တင့်မှုရှိသော်လည်း (၁၀)နှစ်ကာလအတွင်း လက်ခနှုန်း C.M.P လက်ခနှုန်းထားမှာ ပုံသေနှုန်းဖြစ်နေပါသည်။ အချို့စက်ရုံများတွင် C.M.P လက်ခနှုန်းထားမှာ တစ်နှစ်ပြီး တစ်နှစ်အနည်းငယ် တက်လာသည်ကို တွေ့ရှိရ၍ ပြင်ဆင်တင်ပြသင့်ပါ သည်-

ချုပ်ထည်	**အဆိုပြုချက်ပါCMP လက်ခနှုန်းထား**	**အထည်ချုပ်အသင်း၏ လက်ရှိ CMPလက်ခနှုန်းထား**
1. Type 11 & 1V Nylon Life Vest	9 US$/Dz	6-8 US$/Dz

(ဂ) **နှစ်စဉ်ထုတ်လုပ်မှု၊ စက်အင်အား၊ လူအင်အားအချိုးအစား ညီမျှမှု ရှိ/မရှိ**
အဆိုပြုချက်ပါ ထုတ်လုပ်မည့် ပစ္စည်းမှာ Life Vest ဟုဖော်ပြထားပြီး Sewing M/C (၂၄၁)လုံး၊ Over Lock M/C (၄၀)လုံး၊ Double Needle M/C (၁၄)လုံးဖြင့် ချုပ်လုပ်မည်ဖြစ်ပြီး Production Worker (၆၀၀)ဦး Q.C,PQC (၂၁)ဦး၊ Helper ဖော်ပြထားခြင်းမရှိပါ။ တိုက်ရိုက်ထုတ်လုပ်မှု စက်(၃၈၇)ဦးရှိပြီး ကုန်ထုတ်ဝန်ထမ်း (၆၅၁)ဦး ဖြစ်၍ ဝန်ထမ်းဦးရေများနေပါသည်-

ချုပ်ထည်	**ကုန်ထုတ်စက်**	**တစ်ရက် ထုတ်လုပ်နိုင်မှု**	**တစ်နှစ်ထုတ်လုပ်မှု (၃၁၀) ရက်**
1. Type 11 & 1V Nylon Life Vest	စက်(၂၄၀)လုံး	၂၄၁၀/၁၀ နာရီ	၇၄၇၁၀၀ ထည်

အဆိုပြုချက်ပါ စက်အင်အား၊ လူအင်အားနှင့် ထုတ်လုပ်ရန် ဖော်ပြချက်နှင့် နှိုင်းယှဉ်ပါက အဆိုပြု (၄)နှစ်ကာလတွင် အဆိုပါ စက်အရေအတွက်တိုင်းထုတ်လုပ် မည်ဆိုပါက ထုတ်လုပ်မှုမရရှိနိုင်ပါ။ (၄) နှစ်တာကာလအတွင်း (၈၅၀၀၀၀)ထည်ဖြစ်ပြီး နောက်ပိုင်း နှစ်များတွင် ထပ်မံတိုး၍ ထုတ်လုပ်သဖြင့် စက်အင်အား လုံလောက်မှုမရှိ၍ ပြင်ဆင် တင်ပြသင့်ပါသည်။

ချုပ်ထည်	**အဆိုပြု ထုတ်လုပ်မှု အရေအတွက်**	**တစ်နှစ်ထုတ်လုပ်နိုင်မှု ပမာဏ(ဒါဇင်)**
1. Type 11 & 1V Nylon Life Vest	50000 Pcs	747100-747500

၃။ သို့ဖြစ်၍ Hydrodynamic Industrial Myanmar Co., Ltd အနေဖြင့် ပြင်ဆင်တင်ပြပြီးမှသာ ခွင့်ပြုသင့်ပြီး မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ ခွင့်ပြုချက်ရရှိပါက အလုပ်အကိုင် အခွင့် အလမ်းများ ပိုမိုရရှိစေပြီး ဆင်းရဲနွမ်းပါးမှု လျော့ချရေးကို အထောက်အကူ ပြုနိုင်မည်ဖြစ်၍ CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ခြင်း လုပ်ငန်း လုပ်ကိုင်ခွင့်ကို အားပေးဆောင်ရွက်သင့်ကြောင်း သဘောထားမှတ်ချက်တင်ပြအပ်ပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(မောင်မောင်ကျော်၊ ရုံးအဖွဲ့မှူး)
(အလုပ်သမား၊အလုပ်အကိုင်နှင့်လူမှုဖူလုံရေးဝန်ကြီးဌာန)

မိတ္တူကို
- အလုပ်သမားညွှန်ကြားရေးဦးစီးဌာန
  (CMP လုပ်ငန်းများ စစ်ဆေးရေးဆပ်ကော်မတီ)
- အလုပ်ရုံနှင့်အလုပ်သမားဥပဒေစစ်ဆေးရေးဦးစီးဌာန
  (CMP လုပ်ငန်းများ မြေပြင်ကွင်းဆင်းစစ်ဆေးရေးအဖွဲ့)
- Hydrodynamic Industrial Myanmar Co., Ltd
- ရုံးလက်ခံ
- မျှောစာတွဲ

Hydrodynamic Industrial Company Limited

2/F, Kwong Fat Hong Building, 2-6 Wing Lock Street, Sheung Wan, Hong Kong
Tel (852) 2854 2338 Fax: (852) 2854 9338

To

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar

Date: July 2, 2013

Subject: **Application for issue of Permit for 100% Foreign Investment in the Republic of the Union of Myanmar.**

Dear Sir,

1. We have pleasure and honor to submit this application for the issue of the permit to establish and operate the CMP Garment Factory to produce Water Sport Wares on CMP basis. Hydrodynamic Industrial (Myanmar) Co. Ltd. will be formed as 100% foreign owned company, and it desires to obtain an investment permit under the Republic of the Union of Myanmar Foreign Investment Law and Myanmar Company Act. The company will have share holding of 100% contributed by Hydrodynamic Industrial Co. Ltd. that is incorporated in Hong Kong.

2. In accordance with the Foreign Investment Law of the Republic of the Union of Myanmar, which was enacted in 2012, Hydrodynamic Industrial (Myanmar) Co., Ltd. is now applying for issue of Permit under Section 9 of Foreign Investment Law.

3. Hydrodynamic Industrial (Myanmar) Co., Ltd's Memorandum of Association contains an objective to establish the business of water sport wares production on CMP basis. As per our business intention, we hereby submit the proposal to operate the water sport wares production business in the land and building located at the Plot No. 464/B, Survey Block No. 25, Shwe Lin Ban Industrial Zone, Hlaing Thayar Township, Yangon Region. We have made a detailed account of our project in the attached project profile, together with financial projections.

4. Hydrodynamic Industrial (Myanmar) Co. Ltd. intends to lease the 2.501 acre (10,121.547 sq.m) land and the building with the measurement of 310 ft length and 200 ft width constructed on that land, owned by Khin Maung Tun at a reasonable rate which will be approved by Myanmar Investment Commission.

5. The investment asset will include new machinery& equipment and accessories, USD 968,340, and land & building lease and other USD 531,660, totaling USD 1.5 mil in Myanmar.

6. We attached the following relevant documents with the proposal.
    a. Draft lease agreement between Hydrodynamic Industrial (Myanmar) Co. Ltd. (Land and Building lease agreement including map)
    b. Reference for the business and financial standing; (Bank Grantee or Bank Recommendation)
    c. Drafts of Memorandum of Association and Article of Association (For the

Hydrodynamic Industrial Company Limited
2/F, Kwong Fat Hong Building, 2-6 Wing Lock Street, Sheung Wan, Hong Kong
Tel (852) 2854 2338 Fax: (852) 2854 9338

Company to be formed in Myanmar)

d. Various Projections of different sectors and phases of the project
e. Explanation of how the project will contribute to the national interest.
f. Passport copies of all directors in the company
g. Relevant drawings of process and machinery

7. Furthermore, we are willing to apply for the following exemptions or relief from taxation allowed as per Section 27 of the Foreign Investment Law.
   (a) Exemption from income tax for a period extending to 5 consecutive years inclusive of the year of commencement of production;
   (b) Exemption or relief from income tax on profit of the business if we maintained in a reserve fund and reinvested within one year;
   (c) Right to accelerate depreciation in respect of machinery, equipment, building or other capital assets used in the business;
   (d) Relief from income tax up to 50% on the profits accrued from the export;
   (e) Right to pay income tax payable in the State on behalf of foreigner employees and right to deduct such payment from the assessable income;
   (f) Right to pay income tax on the income of foreigner employees at the same rate for local citizens;
   (g) Right to deduct from the assessable income for research and development related to the business in Myanmar;
   (h) Right to carry forward and set-off up to 3 consecutive years from the year the loss is sustained within 2 years immediately following the enjoyment of exemption or relief from income tax;
   (i) Exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business; which are imported for use during construction;
   (j) Exemption or relief from custom duty or other internal taxes or both on raw materials imported for the first 3 years' commercial production;
   (k) Exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts, and materials used in the business, which are imported as they are required for the expansion of the business made within the term of the original investment, after the amount of investment has been increased with the permission of the Commission;
   (l) Exemption or relief from commercial tax on the goods that are produced for export.

8. In order to perform the investment project, the investor wishes to apply for Myanmar Investment Commission Permit under the Foreign Investment Law.

9. Therefore, the investment proposals are presented for necessary scrutiny for issue of permit for 100 % foreign investment.

Respectfully yours

Mr. Leung Shiu Hong
Director

Hydrodynamic Industrial Company Limited

2/F, Kwong Fat Hong Building, 2-6 Wing Lock Street, Sheung Wan, Hong Kong
Tel (852) 2854 2333 Fax: (852) 2854 9338

To

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar

Date: 5 June 2013

Subject: **Undertaking**

Hydrodynamic Industrial (Myanmar) Co., Ltd.. hereby undertakes to abide by the followings:-

(1) Environmental Protection

The manufacturing of Water Sport Wares will not produce many wastes which could make the environmental pollution in water, air and soil. However, as the printing section is one of the manufacturing processes, the small waste water from that section shall be treated to an acceptable stage to the environment. Therefore the company will have a machine to purify the waste water before come out from the factory.

(2) Fire Protection

For the fire protection, we will allocate the machine and raw materials in a neat and tidy position, and electrical wiring will be well placed and checked by the certified persons in every six months not to happen any electrical fire. Fuel will be stored in a separate store which will not be nearly to the working area.

We will follow the instruction of Yangon Region Fire Brigade. We will give the fire fighting training to our employees twice a year in order to mange in case of fire.

At least 50 units of fire extinguishers will be installed in many places in the factory.

(3) Welfare of Employees

We will abide by the Minimum Wages Law, Labor Laws, Social Security Law and other related laws in force.

We will provide a very place for employees to have lunch and dinner. We will provide some food if overtime working and in some special occasions. A dorm with 10 rooms for employees will be provided.

Annual Medical check-up will be provided to the employees.

Respectfully yours

Mr. Leung Shiu Hong
Director

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန်
အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Form (1)

Proposal of the Promoter to make Foreign
Investment in the Republic of the Union of Myanmar

To

The Chairman
Myanmar Investment Commission
Nay Pyi Taw

Reference No.
Date: ***July 2, 2013***

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoter's
   (a) Name **Mr. Leung Shiu Hong**
   (b) Father's name **Mr. Leung Chi Hung**
   (c) ID No./National Registration Card No./ Passport No. **K03233134**
   (d) Citizenship **Hong Kong, China**
   (e) Address
      (i) Address in Myanmar **Plot No. 464/B, Survey Block No. 25, in Shwe Lin Ban Industrial Zone, Hlaing Thayar Township. Yangon Region**
      (ii) Residence abroad **27 E, Lock 9, Discovery Park, Tsuen Wan, Hong Kong**
   (f) Name of Principle Organization **Hydrodynamic Industrial Co., Ltd.**
   (g) Type of Business **Manufacturing Industry**
   (h) Principle company's address **2/F, Kwong Fat Hong Building, 2-6 Wing Lock Street, Sheung Wan, Hong Kong**

2. If investment is to be made by joint-venture, the particulars of the persons wishing to participate in the joint-venture with the promoters:-
   (a) Name –
   (b) Father's name
   (c) ID No./National Registration Card No./ Passport No.
   (d) Citizen
   (e) Address
      (i) Address in Myanmar
      (ii) Residence abroad

(f) Parent company
(g) Type of business
(h) Parent company's address

Remark: The following documents need to attach according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);
(2) National Registration Card (copy) and passport (copy);
(3) Evidence about the business and financial conditions of the participants of the proposed investment business;

3. Type of proposed investment business:-
(a) Manufacturing **Garment Production on CMP basis**
(b) Service business related with manufacturing ……………………………………………

(c) Service …………………………………………………………………………
(d) Others …………………………………………………………………………

Remark: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:-
(a) One hundred percent **100% Subsidiary Foreign Company**
(b) Joint Venture:
(i) Foreigner and citizen ……………………………………………………….
(ii) Foreigner and Government department/organization ……………………
………………………………………………………………………………………….
(c) By contractual basis:
(i) Foreigner and citizen ……………………………………………………….
(ii) Foreigner and Government department/organization ……………………
………………………………………………………………………………………….

Remark: The following information need to attach for the above Paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors;

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;

(iii) Contract (Agreement) (Draft)

5. Particulars relating to company incorporation

(a) Authorized capital ………… **USD 1.5 Million**………………………………

(b) Type of share ……………… **Ordinary Shares** ……………………………

(c) Number of shares ………… **1,500,000 shares**……………………………

………………………………………………………………………………

Remark: Memorandum of Association and Article of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to capital of the investment business

	Kyat/US$ (Million)
(a) Amount/percentage of local capital to be contributed	**NIL** ……
(b) Amount/percentage of foreign capital to be brought in	…… **NIL**……………
Total	……………………
(c) Annually or period of proposed capital to be brought in	………………
…………………………………………………………………………	
(d) Last date of capital brought in	**(6) months from the date of MIC permit**
(e) Proposed duration of investment	……**50 years**……………
(f) Commencement date of construction	**Date of MIC permit issued**
(g) Construction period	… **6 months**……………

Remark: Describe with annexure if it is required for the above Para 6 (c)

7. Detail list of foreign capital to be brought in-

	Foreign Currency (Million)	Equivalent Kyat (Million)
(a) Foreign currency (Type and amount)	… **0.5317 mil**	………………
(b) Machinery and equipment and Value (to enclose detail list)	……**0.9683 mil**……	**See Appendix (B)**
(c) List of initial raw materials and value (to enclose detail list)	……	**See Appendix (I)**

(d) Value of license, intellectual property industrial design, trade mark patent rights etc. ……NIL ………. …………………

(e) Value of technical know-how ……NIL……. ………………..

(f) Others ……NIL……….. ………………..

Total ……**1.5 mil** ……..

Remark: The evidence of permission shall be submitted for the above para 7 (d) and (e).

8. Details of local capital to be contributed-

	Kyat (Million)
(a) Amount	………………
(b) Value of machinery and equipment (to enclose detail list)	………………
(c) Rental rate for building/land	……………….
(d) Cost of building construction	………………..
(e) Value of furniture and assets (to enclose detail list)	………………..
(f) Value of initial raw material requirement (to enclose detail list)	……………..
(g) Others	…………………
Total	………………….

9. Particulars about the investment business-

(a) Investment location (s) /places … **Plot No. 464/B, Survey Block No. 25, in Shwe Lin Ban Industrial Zone, Hlaing Thayar Township. Yangon Region**

(b) Type and area requirement for land or land and building

(i) Location …………………… **Shwe Lin Ban Industrial Zone**

(ii) Number of land /building and area … **One Plot/One building and 2.501 acre**

(iii) Owner of the land ....

(aa) Name/company/department ......**U Khin Maung Tun @ Sae Rat Ahmet**......

(bb) National Registration Card No. **12/Pa Ba Ta (N) 025742**...............

(cc) Address ....**No. 2/3, Shwe bontha Street, Ward (4), Pabetan Township, Yangon**..........

(iv) Type of land ...... **Industrial Land**.................................

(v) Period of land lease contract .... **50 years** ....

(vi) Lease period .... From ....To ....

(vii) Lease rate ....**USD 100,000/ Yr for Land & Building**....................

(aa) Land ....

(bb) Building ....

(viii) Ward ....**Shwe Lin Ban Industrial Zone**.................

(ix) Township ....**Hlaing Tharyar Township** ....

(x) State/Region ....**Yangon Region**...

(xi) Lessee ....

(aa) Name/Name of Company/Department **Hydrodynamic Industrial (Myanmar) Co., Ltd**

(bb) Father's name ....

(cc) Citizenship ....

(dd) ID No./Passport No. ....

(ee)Residence Address **Plot No. 464/B, Survey Block No. 25, in Shwe Lin Ban Industrial Zone, Hlaing Thayar Township. Yangon Region**

Remark: Following particulars have to be enclosed for above Para 9 (b)

(i) to enclose land map, land ownership and ownership evidences; **(attached)**

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State;

(c) Requirement of building to be constructed;

(i) Type/number of building ......**One Storey Building**.............................

(ii) Area .... **310 ft x 200 ft** ....

(d) Product t be produced /Service ....

(1) Name of product .... **See Appendix D**......................

(2) Estimate amount to be produced annually ... **See Appendix D**..............................

(3) Type of services **CMP**

(4) Estimate value of service annually **Average USD 2,100,030**

Remark: Detail list shall be enclosed with regard to the above para 9 (d)

(e) Amount requirement of materials/raw materials ... **See Appendix (H)**

Remark: According to the above para 9 (e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system ....**Manufacturing**...........
(g) Technology ....
(h) System of sales .... All export
(i) Annual fuel requirement .... **Diesel 20000 gal.**
(to prescribe type and quantity)
(j) Annual electricity requirement ....**1,000,000 KW**
(k) Annual water requirement ....**1200 cubic meter / year** .
(to prescribe daily requirement, if any)

10. Detail information about financial standing
(a) Name/Company's name **Hydrodynamic Industrial Company Limited**
(b) ID No./National Registration Card No./Passport No. ....
(c) Bank Account No. **788125429 DBS Hong Kong**

Remarks: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10.

11. Number of personnel required for the proposed economic activity:-

(a) Local personnel	(**690**) number	(**98.7**) %
(b) Foreign experts and technicians	(**9**) number	(**1.3**) %

(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period) **See Appendix (C)**

Remarks: As per para 11 the following information shall be enclosed:=

(i) Number of personnel, occupation, salary, etc:-

(ii) Social security and welfare arrangements for personnel;

(iii) Family accompany with foreign employee;

12. Particulars relating to economic justifications:-

	Foreign Currency	Equivalent Estimate Kyat
(a) Annual income	**See Appendix (D)**	....
(b) Annual expenditure	**See Appendix (E)**	....
(c) Annual net profit	**See Appendix (E)**	....
(d) Yearly investment	**See Appendix (E)**	....
(e) Recoupment period	**7 years 8 months**	
(f) Other benefits (to enclose detail calculations)		

13. Evaluation of environment impact:- IEE Report is attached.

(a) Organization for evaluation of environmental assessment;	**NA**
(b) Duration of the evaluation for environmental assessment;	**NA**
(c) Compensation programme for environmental damages;	**NA**
(d) Water purification system and waste water treatment system;	**NA**
(e) Waste management systems;	**NA**
(f) System for storage of chemicals	**NA**

14. Evaluation on social impact assessments;

(a) Organization for evaluation of social impact assessments;	**NA**
(b) Duration of the evaluation for social impact assessments;	**NA**
(c) Corporate social responsibility programme.	**NA**

Signature

Name **Mr. Leung Shiu Hong**

Designation **Director**

Appendix (A)

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

LIST OF DIRECTORS

Sr.	Name	Citizenship	Passport No.	Address	Investment Ratio
					Hydrodynamic Industrial Co., Ltd
1	Mr. Lee Chun Huang	Republic of China	306955989	No. 7, Fu-jin Alley, Sir-Wei Vallegy, Fu-Hsin Country, Chang Hwa Hsin, Taiwan	80%
2	Mr. Leung Shiu Hong	Hong Kong, China	K03233134	27E, Block 9, Discovery Park, Tsuen Wan, Hong Kong	20%

Appendix (B)

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED
LIST OF MACHINERY AND EQUIPMENT TO BE IMPORTED

(in USD)

Sr.	Item	Brand	Model	Qty	Unit Price	Value
Sr.	Item	Brand	Model	Qty	Unit Price	Value
1	Computerized Flat Stitching Machine	BROTHER	S7200B-405	200	480	96,000
2	Bar Tack sewing Machine	JUKI	LK-1900A-HS	14	2,640	36,960
3	Small Computerized sitching Machine	JUKI	AMS-210EHS1360	18	8,400	151,200
4	Large Computerized sitching Machine	JUKI	AMS-210E 2210HL	13	6,640	86,320
5	Overlock Stitching Machine	JUKI	MO-6714S	35	600	21,000
6	Flatlock Machine	YAMATO	FD-62-01MR	5	4,560	22,800
7	Zig Zab Machine	YAMATO	LG2105-LW	20	960	19,200
8	Sam Bien Machine	YAMATO	DW-303MD	5	3,440	17,200
9	Double Stitching Machine	JUKI	LH-3178	4	1,280	5,120
10	Four Stitching Machine	YAMATO		2	3,440	6,880
11	Overlock Stitching Machine	YAMATO	VF-2503-156M	5	1,440	7,200
12	Double Stitching Machine	JUKI	LH-3568ASF	5	1,120	5,600
13	Single Blind Stitching Machine	TREASURE	BS-1430	10	2,720	27,200
14	Blind Stitching Machine	TREASURE	FS-762H	5	800	4,000
15	Heat Transfer Machine	YIULIH	YP-141L	2	2,000	4,000
16	Double Blind Stitching Machine	TREASURE	BS-2430	5	2,800	14,000
17	EPE Machine			1	72,000	72,000
18	Iron Machine	晉陽	HA-750A	2	880	1,760
19	Cutting machine			10	8200	82000
20	Waste water purify machine			2	9000	18000
21	Forklift	Toyota		1	25,000	25000
22	Generator (400 KVA)	Cummings		1	65,000	65000
23	PP Webbing cutting machine			1	4000	4000
24	Lamination machine			1	45,000	45000
25	Silicing Machine			2	19,000	38000
26	Fabric Stretch machine			1	25,000	25000
27	Oven			2	3500	7000
28	Electric Cutting			5	1000	5000
29	Edge smoothing machine			4	1600	6400
30	Small Silicing Machine			1	5000	5000
31	Heat iron pressure machine			3	1000	3000
32	Screen print net developing machine			1	1300	1300
33	dragnet machine			1	1200	1200
34	Printing table			180	150	27000
35	Screen printing oven			12	1000	12000
						968,340

APPENDIX (C)

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

LIST OF LOCAL EMPLOYEE

in USD)

Sr.	Title	Nos.	Monthly Salary	Yearly Salary	Total Salary
1	Office Supervisor	1	210	2520	2520
2	Admin Clerk	2	140	1680	3360
3	Shipping Clerk	2	160	1920	3840
4	Account Clerk	2	140	1680	3360
5	Planning clerk	2	140	1680	3360
6	Production clerk	5	140	1680	8400
7	Sewing line leader	12	160	1920	23040
8	Screen printing line leader	3	160	1920	5760
9	Cutting line leader	2	160	1920	3840
10	Accessory line leader	2	160	1920	3840
11	Machine reparing	6	160	1920	11520
12	Production worker	600	100	1200	720000
13	QC supervisor	1	190	2280	2280
14	OC worker	20	100	1200	24000
15	Warehouse supervisor	1	170	2040	2040
16	Warehouse book keeper	5	140	1680	8400
17	Production line material keeper	12	100	1200	14400
18	Security	6	120	1440	8640
19	Driver	1	100	1200	1200
20	Translator	5	120	1440	7200
	Total	**690**		**34440**	**861000**

LIST OF FOREIGN EMPLOYEE

(in USD)

Sr.	Title	Nos.		Monthly Sala	Yearly Salary	Employment Period
1	Production Manager	1		1500	18000	10 years
2	Production Line Leader	5		450	27000	1-2 years
3	Machine Repairing	1		450	5400	1-2 years
4	QC Supervisor	1		800	9600	1-2 years
5	Warehouse Supervisor	1		600	7200	1-2 years
	Total	**9**			**67200**	

Total (Up to 2 years)	**699**	**928200**
Total (From 3 rd year to 10th year	**691**	**879000**

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED
PRODUCTION AND CMP INCOME

Sr.No	Particulars	Unit	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
	Production											
1	Type II and IV Nylon Lifevest	Unit	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
2	Type III nylon Lifevest	Unit		150,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
3	Tpye III neoprene Lifevest	Unit				300,000	300,000	300,000	300,000	300,000	300,000	300,000
4	Neoprene Wetsuit	Unit						50,000	150,000	150,000	150,000	150,000
5	Lycra Rashguard	Unit								50,000	50,000	50,000
6	Protector vest	Unit										30,000
7	Gloves	Pair										2,000
	Export (100%)											
1	Type II and IV Nylon Lifevest	Unit	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
2	Type III nylon Lifevest	Unit		150,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
3	Tpye III neoprene Lifevest	Unit				300,000	300,000	300,000	300,000	300,000	300,000	300,000
4	Neoprene Wetsuit	Unit						50,000	150,000	150,000	150,000	150,000
5	Lycra Rashguard	Unit								50,000	50,000	50,000
6	Protector vest	Unit										30,000
7	Gloves	Pair										2,000
	Reject (0%)											
1	Type II and IV Nylon Lifevest	Unit										
2	Type III nylon Lifevest	Unit										
3	Tpye III neoprene Lifevest	Unit										
4	Neoprene Wetsuit	Unit										
5	Lycra Rashguard	Unit										
6	Protector vest	Unit										
7	Gloves	Pair										
	Export (CMP CHG)	USD										
1	Type II and IV Nylon Lifevest	USD/Unit	*0.5*	*0.53*	*0.55*	*0.58*	*0.61*	*0.64*	*0.67*	*0.70*	*0.74*	*0.78*
2	Type III nylon Lifevest	USD/Unit		*2*	*2.10*	*2.21*	*2.32*	*2.43*	*2.55*	*2.68*	*2.81*	*2.95*
3	Tpye III neoprene Lifevest	USD/Unit				*3*	*3.09*	*3.75*	*3.75*	*3.75*	*3.75*	*3.75*
4	Neoprene Wetsuit	USD/Unit						*4.5*	*4.725*	*4.65*	*4.65*	*4.65*
5	Lycra Rashguard	USD/Unit								*1.5*	*1.58*	*1.65*
6	Protector vest	USD/Unit										*4.65*
7	Gloves	USD?Pair										*1.65*
	USD CMP Income	USD										
1	Type II and IV Nylon Lifevest	USD	25,000	26,250	27,563	28,941	30,388	31,907	33,502	35,178	36,936	38,783
2	Type III nylon Lifevest	USD		300,000	1,050,000	1,102,500	1,157,625	1,215,506	1,276,282	1,340,096	1,407,100	1,477,455
3	Tpye III neoprene Lifevest	USD				900,000	927,000	1,125,000	1,125,000	1,125,000	1,125,000	1,125,000
4	Neoprene Wetsuit	USD						225,000	708,750	697,500	697,500	697,500
5	Lycra Rashguard	USD								75,000	78,750	82,500
6	Protector vest	USD										139,500
7	Gloves	USD										3,300
	Total Income	USD	25,000	326,250	1,077,563	2,031,441	2,115,013	2,597,413	3,143,534	3,272,773	3,345,287	3,564,039

APPENDIX (E)

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

Profit and Loss Account

Particulars	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD
Income											
CMP Income	25000	326250	1077563	2031441	2115013	2597413	3143534	3272773	3345287	3564039	21498312
Local Sale Income											0
Total Income	**25000**	**326250**	**1077563**	**2031441**	**2115013**	**2597413**	**3143534**	**3272773**	**3345287**	**3564039**	**21498312**
											0
Expenditure											0
Labour	962640	962640	879000	879000	879000	879000	879000	879000	879000	879000	**8957280**
Factory Rent	100000	107000	107000	107000	107000	107000	107000	107000	107000	107000	**1063000**
Eelctricity and other	20000	22000	22000	22000	22000	22000	22000	22000	22000	22000	**218000**
Adminstration	22000	22000	22000	24200	24200	24200	24200	24200	24200	24200	**235400**
Transporation	20000	20000	20000	22000	22000	22000	22000	22000	22000	22000	**214000**
Fuel	13000	13000	13000	14300	14300	14300	14300	14300	14300	14300	**139100**
Repair & Maintenance	15000	15000	15000	16500	16500	16500	16500	16500	16500	16500	**160500**
Depreciation	96834	96834	96834	96834	96834	96834	96834	96834	96834	96834	**968340**
Miscellaneous	20000	22000	22000	22000	22000	22000	22000	22000	22000	22000	**218000**
Tax on CMP income	0	0	0	0	0	0	0	0	0	0	**0**
Total	**1269474**	**1280474**	**1196834**	**1203834**	**1203834**	**1203834**	**1203834**	**1203834**	**1203834**	**1203834**	12173620
Gross Profit	**-1244474**	**-954224**	**-119272**	**827607**	**911179**	**1393579**	**1939700**	**2068939**	**2141453**	**2360205**	9324692
Income Tax	0	0	0	0	0	348395	484925	517235	535363	590051	2475969
Net Profit	**-1244474**	**-954224**	**-119272**	**827607**	**911179**	**1045184**	**1454775**	**1551704**	**1606090**	**1770153**	6848723

Note:

Depreciation

Machinery and Equipment = 10%

Income Tax = 25 % of Gross Profit after 5th Year.

APPENDIX (F)

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

Cash Flow Statement

Particular	Construction Pe	Operatiing Period									
	1 Year	1	2	3	4	5	6	7	8	9	10
		Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD
Cash Inflow	0	-1147640	-857390	-22438	924441	1008013	1142018	1551609	1648538	1702924	1866987
Net Profit after Tax		**-1244474**	**-954224**	**-119272**	**827607**	**911179**	**1045184**	**1454775**	**1551704**	**1606090**	**1770153**
Depreciation		96834	96834	96834	96834	96834	96834	96834	96834	96834	96834
Cash Outlflow	**1500000**										
Capital Contribution	1500000										
Net Cash Flow	**-1500000**	**-1147640**	**-857390**	**-22438**	**924441**	**1008013**	**1142018**	**1551609**	**1648538**	**1702924**	**1866987**

Recoupment Period = 7 years 8 months

APPENDIX (G)

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

Calcualtion of Internal Rate of Return

Year	Cash Inflow	Cash Outflow	Net Cash Flow	DF 20%		DF 30 %	
				Rate	PV	Rate	PV
		1500000	-1500000	0.833	-1249500	0.769	-1153500
1	-1147640		-1147640	0.694	-796462	0.592	-679403
2	-857390		-857390	0.578	-495571	0.455	-390112
3	-22438		-22437.5	0.482	-10815	0.350	-7853
4	924441		924440.625	0.401	370701	0.269	248675
5	1008013		1008012.656	0.334	336676	0.207	208659
6	1142018		1142018.467	0.279	318623	0.159	181581
7	1551609		1551608.965	0.232	359973	0.123	190848
8	1648538		1648538	0.193	318168	0.094	154963
9	1702924		1702924	0.161	274171	0.073	124313
10	1702924		1702924	0.134	228192	0.056	95364
11	1702924		1702924	0.112	190727	0.043	73226
12	1702924		1702924	0.093	158372	0.033	56196
13	1702924		1702924	0.077	131125	0.025	42573
14	1702924		1702924	0.064	108987	0.020	34058
15	1702924		1702924	0.054	91958	0.015	25544
					335325		-794869

IRR = 23%

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

NORM REQUIREMENT OF RAW MATERIAL FOR A UNIT PRODUCT

Sir	Particulars		Products (one unit)						
	Required Raw Materials	*Unit*	*Type II and IV Nylon Lifevest*	*Type III nylon Lifevest*	*Tpye III neoprene Lifevest*	*Neoprene Wetsuit*	*Lycra Rashguard*	*Protector vest*	*Gloves,*
1	Nylon Fabric	Yard	0.35	1.13 (300,000 of 500,000 pcs)			0.4	0.64	0.4
2	Polyester Fabric	Yard		1.13 (200,000 of 500,000 pcs)	1.4 (200,000 of 300,000 pcs)				
3	Woven Fabric	Yard			1.4 (100,000 of 300,000 pcs)	2.4			
4	Neoprene Sponge	Pcs			0.03	0.04			0.08
5	PVC Foam	Pcs			0.033				
6	Zipper	Pcs			1	1			
7	Buckle	Set	1	4	2				
8	Nylon Webbing		2	6.2	1.2	0.5			
9	Thread	Pcs	0.004	0.025	0.1	0.2	0.1	0.1	0.03
10	EPE	Ton	0.0005	0.0005					
11	Carton Box	Pcs	0.25	0.1	0.1	0.1	0.04	0.1	0.05
12	*Packaging*	Pcs	1	1	1	2	2	2	1

APPENDIX (I)

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

YEARLY RAW MATERIAL REQUIREMENT

Sir	Required raw materials	Unit	1st year 50000 pcs Type II	2nd year 50000 pcs Type II,IV	3rd year 50000 pcs Type II,IV	4th year 50000 pcs Type II,IV	5th year 50000 pcs Type II,IV	6th year All Lifevest	7th year All Lifevest	8th year All Lifevest,	9th year All Lifevest,	10th year All Products
1	Nylon Fabric	Yard	17500	17500	356500	356500	356500	356500	359000	379000	379000	399000
2	Polyester Fabric	Yard		169500	226000	506000	506000	506000	506000	506000	506000	506000
3	Woven Fabric	Yard				140000	140000	260000	500000	500000	500000	500000
4	Neoprene Sponge	Pcs				9000	9000	11000	15000	15000	15000	15160
5	PVC Foam	Pcs				9900	9900	9900	9900	9900	9900	9900
6	Zipper	Pcs				300000	300000	350000	450000	450000	450000	450000
7	Buckle	Set	50000	650000	2050000	2650000	2650000	2650000	2650000	2650000	2650000	2650000
8	Nylon Webbing	Yard	100000	1030000	3200000	3560000	3560000	3585000	3635000	3635000	3635000	3635000
9	Thread	Pcs	200	3950	12700	42700	42700	52700	72700	77700	77700	80760
10	EPE	Ton	25	100	275	275	275	275	275	275	275	275
11	Carton Box	Pcs	12500	27500	62500	92500	92500	97500	107500	109500	109500	112600
12	Packaging Material	Pcs	50000	200000	550000	850000	850000	950000	1150000	1250000	1250000	1312000

Land & Building Lease Agreement (Draft)

Between

Hydrodynamic Industrial (Myanmar) Co., Ltd.

&

U Khin Maung Tun @ Sae Rat Ahmet

This lease Agreement is made at Yangon on the day of June, 2013 between the **Hydrodynamic Industrial (Myanmar) Co., Ltd**, a company incorporated under the law of Hong Kong, having its office situating at 2/F, Kwong Fat Hong Building, 2-6 Wing Lok Street, Sheung Wan, Hong Kong (hereinafter referred to as "**LESSEE**" which expression shall be taken to mean and include its successors, or permitted assigns or legal Representatives except where the context requires another and different meaning) represented by Managing Director, **Mr. Leung Shiu Hong**, of one part

AND

U Khin Maung Tun @ Sae Rat Ahmet residing at No. 2/3, Second Floor, Shwebonthar Street, Pabedan Township, Yangon, (hereinafter referred to as "**LEESOR**" which expression shall be taken to mean and include its successors, or permitted assigns or legal Representatives except where the context requires another and different meaning) the other part.

Whereas the LESSEE is desirous of utilizing for the purpose of production of water sport wares in the building on the land, described in the map attached hereto as Appendix 1.

Whereas the LESSOR agrees to lease as desired by the LESSEE on the following terms and conditions:-

1. **Objective.**

The Objection of this lease Agreement shall be as follows:-

(a) The LESSOR shall lease the **2.501 acre (10,121.547 sq m)** land, Plot No. 464/B, Survey Block No. 25, in Shwe Lin Ban Industrial Zone, Hlaing Thayar Township, Yangon Region, and the building measuring 310 ft length and 200 ft width constructed on that land from the LESSEE.

(b) The LESSOR shall guarantee the possession of the prescribed plot and building in the Appendix (1).

2. **Representation and Warranty**

Each of the parties represents and warrants to the other that it is a legal person duly authorized under the relevant laws and capable of entering into and performing this Agreement, which constitutes its legal and enforceable obligations.

3. **Scope of the Agreement**

(a) The LESSEE shall set up the Water Sport Wares Factory with 100 percent investment to produce water sport wares on CMP basis.

(b) The products shall be water sport wares.

(c) The LESSEE shall make an estimated investment value of US$ 1,500,000 (United States Dollar One Million and Fifty Thousand only).

(d) The lease life shall be an initial period of 50 years from the date of issuance of permit from Myanmar Investment Commission.

4. **Payment Terms**

The Lease fee is to be paid to the LESSOR by the LESSEE in the following manners:

(a) The LESSEE shall pay once a year to the LESSOR the land and building lease fee **USD 100,000** (United States Dollar One Hundred Thousand only) (**USD 9.88 per sq. m).**

(b) The LESSEE shall pay in advance the land Lease Fee mentioned in above para (a) to the LESSOR within 3 months before the expiry of the lease.

(c) The Obligation of the LESSEE commencement of the respective financial year.

5. **Obligations**

5.1 **The Obligation of the LESSOR**

(a) To assist the LESSEE with the necessary documents, map and lease agreement to apply for MIC permit under the Republic of the Union of Myanmar Foreign Investment Law.

(b) To agree the lease up to the permit of MIC.

(c) To let the investor do any business related to the proposal to MIC.

5.2 **The Obligation of the LESSEE**

(a) To utilize the leased land for the purpose of garment production as permitted by the Myanmar Investment Commission.

(b) To ensure that all activities and operations carried in the leased building are in conformity with the laws of the Republic of the Union of Myanmar.

(c) Not to assign or transfer the whole or any part of the leased building hereby created.

(d) To construct the plant design and civil works approved by the LESSOR completely in one year from the effective date of this Agreement. Should any major changes be needed, the implementations shall be carried out with the document approval in advance from the LESSOR.

(e) To pay the land lease Fees at the prescribed rate on time.

6 . **Term of Lease**

The land shall be leased for a period of initial 50 (fifty) years from the date of signing this agreement (effective date).

7. **Non-performance**

It is also hereby mutually agreed that if the LESSEE shall in any substantial respect fail to perform or observe the terms and conditions of this Lease and fail to rectify such non-performance or non-observance within (30) days from the date in writing from the LESSOR of such default, the LESSOR shall be at liberty to re-enter upon and take possession of the demised premises or any part thereof and the Lease shall thereupon cease and terminate, provided that such right of re-entry shall not prejudice any right of action of the LESSOR for the recovery of money due from the LESSEE by way of rent or compensation for damages.

8. Effective Date

This Agreement comes into effect from the date of signing by both parties and duly authenticated by witness, after obtaining the approval (permit) from the Myanmar Investment Commission.

9. Termination

9.1 This agreement may be terminated on the occurrence of one of the following events.

(a) Agreement in writing by both parties hereto to terminate this Agreement and submit the same to the Myanmar Investment Commission for approval in accordance with clause 14 under Chapter VII of the procedures relating to the Union of Myanmar Foreign Investment Law.

(1) Substantial and continuous losses of LESSEE 's business;

(2) Breach of the term of this Agreement by any of the parties hereto who fails to ratify the default within 60 (Sixty) days' written notice of the other party;

(3) Force majeure persisting for more than six months from the date of occurrence thereof;

(4) Incapability of implementing the original objectives of the LESSEE.

(b) Notice by either party hereto to terminate this Agreement if any governmental authorities should require alternations or modification of any law or of any provision of this Agreement which shall materially and adversely affect such party's interest including expropriation of all or part of its shares.

9.2 This Agreement may be terminated before the expiry of the term of lease, by mutual consent in writing, after a service of 90 (ninety) days' notice of the intention of such termination, of the one party to the other party and on approval thereof by the Myanmar Investment Commission.

9.3 This Agreement may be terminated by the LESSEE in the event that a nature disaster or any destruction or loss caused by Force Majeure occurs, incapacitating the continuance of operation LESEE reserves, its right under this Agreement to reconstruct the damaged property wholly or partially at its own cost and continue its operations. Notice of intention to terminate shall be given in writing to the LESSOR 90 (ninety) days in advance.

9.4 The termination of this Agreement shall be effective only after receiving necessary approval from the Myanmar Investment Commission and according to the existing Laws of the Republic of the Union of Myanmar.

10. Settlement of Disputes

10.1 In the event that any disputes arisen between the parties relating to this Agreement which cannot be settled amicably , such dispute shall be settled in the Republic of the Union of Myanmar by arbitration, through two arbitrators, each of whom shall be appointed by each contracting party. Should the arbitrators fail to reach an agreement, the dispute shall be referred to an Umpire nominated by the arbitrators. The decision of the Arbitrators on the Umpire shall be in final and binding upon both parties. The arbitration

16. Map of Land

The map of land under this Agreement and the layout are attached in Appendix (A).

17. Retransfer of the Leased Property

17.1 At the expiry of the leased period or if the agreement is terminated under article 10, LESSEE shall transfer the leased land to LESSOR without any consideration within 3 (three) months in good conditions, ground damages having been refilled or repaired.

17.2 LESSEE shall transfer movable prosperities on leased land at its own costs and /or disposed of within 3 (three) months from the date of expiry of the leased term or termination of the agreement, not affecting LESSOR's right to claim for the rent up to the date of complete evacuation and claim for damages caused to the land by LESSEE.

18. Force Majeure

If either party is temporarily unable, wholly or in part, by Force Majeure to perform his duties or accept performance by the either party under this Agreement, it is agree that the effected party shall give notice to the other party within 14 days after occurrence of the cause relied upon full particular in writing of such Force Majeure, shall with the approval of other party, be suspended during the continuance of the disability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch. Neither party shall be responsible the delay caused by Force Majeure. The term "Force Majeure" as employed herein shall mean Act of God, Restraint of a Government, Strikes, Lockouts, Disturbance, Explosion, Fires, Floods, Earthquakes, Storms, lightning, and other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

IN WITHNESS WHEREOF the parties hereto have set their hand and seals on the day the month and the year first above written.

Signed, sealed and delivered	Signed, sealed and delivered
LESSEE	LESSOR
Signature	Signature
Name: Mr. Leung Shiu Hong,	Name: U Khin Maung Tun @ Sae Rat Ahmet
Designation MD, Hydrodynamic Industrial (Myanmar) Co., Ltd	Designation: MD, Khin Maung Tun & Brothers Co., Ltd

<u>In the presence of</u>

(1) ……………..	(2) ……………………
Name; ………..	Name: …………
Designation	Designation

မြေငှားစာချုပ်

မူရင်း

၂၀၁၂ ခုနှစ်၊ (မြေငှား) အမှုတွဲ အမှတ် ၄၁၁၁၁ (ဇက်ယုရန်) အရ၊ ထုတ်ပေးသည်။
ရွှေလင်ပန်း / ၂၅၁ / ၂၀၁၂

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ပြနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟု ရည်ညွှန်းသည်။ "အငှားချထားသူ" ဆိုသည့် စကားရပ်တွင် မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

နှင့် ရဲကျော် မြို့နေ၊ ဦး ဟာရီဟာ ၏၊ သား/သမီး ဖြစ်သော ဦး ခေါင်ရက်ဇာဘာခက်(၁) ခင်အောင်တွမ်း အမျိုးသားမှတ်ပုံတင်အမှတ် ၁၂/ပဘတ(နိုင်)၀၁၂၅၇၄၂ (နောင်တွင် "အငှားစာချုပ်ရသူ" ဟု ရည်ညွှန်းသည်။) တို့သည် ၇၄ ခုနှစ်၊ ဝါခေါင် ပြည့်ကျော် ၁၂ ရက်နေ့၊ အေဒီ ၂၀၁၂ ခုနှစ်၊ (ဩဂုတ်တင်ဘာ လ ၁၃ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်-ချုပ်ဆိုကြသည်။

စက်မှုလက်မှုလုပ်ငန်း

အငှား စာချုပ်သူက-နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့် လည်းကောင်း၊ အောက်ပါယောင်း၌ ဖော်ပြထားသော မြေကွက် အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြား အခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ကျောက်မျက်ရတနာတွင်းများ၊ ရေနံနှင့် ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်မီး ရေနံနှင့် ကျောရိ (Quarries) စသည်တို့သည်ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ယင်းသို့ ရှာဖွေတူးဖော်ရမည် ဆိုပါက အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူ အားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ယင်းလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့် အညီပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ပြနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ်-ချုပ်ဆိုသည့် ၁၃-၉-၂၀၁၂ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြား အတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၂၀၇၂ ခုနှစ် ဩဂုတ်တင်ဘာ လ ၁၂ ရက်နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ၂၇၂၉ ပြား - (ကျပ်နှစ်ထောင့် ခုနှစ်ရာ့နှစ်ဆယ့်ကိုး) တိတိကို ဇန်နဝါရီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဇန်နဝါရီလ ၁-ရက်နေ့တွင် လည်းကောင်း၊ ဧပြီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဧပြီ ၁-ရက် နေ့တွင် လည်းကောင်း၊ ဇူလိုင်လ -၁ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇူလိုင်လ ၁-ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁-ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁-ရက်နေ့တွင်လည်းကောင်း ကြိုတင် ပေးဆောင်ရမည်။ အဆိုပါနှစ်ခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ဒုတိယ တဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊ စတုတ္ထ တစ်ဆယ့် ငါးနှစ်အတွက် အပိုဒ် ၃-တွင် ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင် ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌ သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ခြောက်ဆယ့် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန် ။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆–လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန် ခိုင်ခံ့သော [illegible] အာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ၊ ပြီးစီးအောင်ဆောက် [illegible] အိမ်စသည်တို့ကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန် ။

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့်ရေပိုက်များ ချထားလျှင်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန် ။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါ မြေကွက်ပေါ်၌ အဆောက်အအုံ ခုထက်ပို၍ မဆောက်လုပ်ရန် ။

(င) အငှားချထားသူ၏ စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြား အတွင်းအဆိုပါ မြေကွက်[illegible]ရန်အတွက် မှတစ်ပါး၊ အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ် တွင်ဆောက်လုပ်သည့်[illegible]အဖြစ်မှ တစ်ပါး အခြားနည်း အသုံးမပြုရန် ။

(စ) အငှားချထားသူ၏ စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၎င်းမြေ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ၊နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားတွင်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်း သင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန် ။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက် တ[illegible]သည့်အဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသော ပစ္စည်းမပါဝင်စေဘဲ၊အဆိုပါမြေကွက်ကိုအငှားချထားသူအား [illegible] ပြန်လည်ပေးအပ်ရန် ။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂–အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ် ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန် ။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၂၀၁၂ ခုနှစ် အတွင်းတွင် ဖြစ်စေ
ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည် ။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၎င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေ ကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည် ။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက် ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာ ချုပ်ကို ပယ်ဖျက်၍အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည် ။

(က) ဤ [illegible] စက်မှုလုပ်ငန်းကိစ္စ [illegible] အဆိုပါမြေပေါ်၌
စက် [illegible] ကြောင်း၊ [illegible] အမြင်ကာရ
လည်း [illegible] ရှိ [illegible] ဝန်၊ ကျစ်
ထိန်းသိမ်း [illegible] ကိုပါယ်ဖျက်ပြီး [illegible] နှင့် ထိုမြေကွက်
ပေါ်တွင်တည်ရှိသော အဆောက်အအုံအားလုံးကို သိမ်းယူနိုင် [illegible]

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။ ညွှန်ကြားရေးမှူးချုပ်

(က) အပိုဒ် ၂–အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတြီပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည် သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံ၊ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများသို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ပျက်ဆီးယိုယွင်းခြင်းအတွက်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂–အရ၊ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ်ထားသောအဆောက်အအုံများ၊ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) (၂၀၂၄)ခုနှစ်၊ စက်တင်ဘာ လ၊ (၁၂)ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံးသည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄–အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄–အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄–အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေးဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါအခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေးဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည်။ အကြောင်းကြားစာနှင့်အတူပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှခြောက်လအတွင်းနောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန်။

ဤစာချုပ်ပါစကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ ရွာနှင့် အိုးအိမ်ဖွံ့ ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကိုခပ်နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ [illegible] သည် ဤစာချုပ်ကိုအထက်၌ ဖော်ပြခဲ့သည့်နေ့တွင် လက်မှတ် ရေးထိုးကြကြောင်း။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ ရွာနှင့်အိုးအိမ်ဖွံ့ ဖြိုးရေး ဦးစီးဌာန

မြို့ - ရန်ကုန်

ဆောက်လုပ်ရေးဝန်ကြီးဌာန
တံဆိပ်
ရက်စွဲ
မြေနှင့်အခွန်ဌာနခွဲ
မြို့ ရွာနှင့်အိုးအိမ်ဖွံ့ ဖြိုးရေးဦးစီးဌာန

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ဦးမင်းထိန် ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယညွှန်ကြားရေးမှူးချုပ် ဦးခင်စိန် ဒုတိယညွှန်ကြားရေးမှူးချုပ်

နှင့် ညွှန်ကြားရေးမှူး ဦးအောင်ကျော်ဦး တို့
ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

ညွှန်ကြားရေးမှူး

အသိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) ဦးဟန်ချိုဦး

အငှားစာချုပ်ရသူ [illegible] က
လက်မှတ်ရေးထိုးသည်။

အငှားစာချုပ်ရသူ

အသိသက်သေ။

၁။ [illegible]

၂။ [illegible]

အထက်တွင် ရည်ညွှန်းထားသည့် မြေ **လက်ထောက်ညွှန်ကြားရေးမှူး**
မြေနှင့်အခွန်ဌာနခွဲ (ရုံးချုပ်)

ခွင့်ပြုပြီးမြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် [illegible]
မြေတိုင်းရပ်ကွက်အမှတ် ၂၅
ရန်ကုန်မြို့ [illegible] မြို့နယ်။
အတွင်းရှိ ________ တန်းစား၊ မြေကွက်အမှတ် ၄၆၄.ခ
ဖြစ်သည်။ ပူးတွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ၃၃.၅' ပေ၊ အနံ ၂၈၀'.၆" ပေခန့်ရှိသော အလား အလာ
အရှေ့လားသော် မြေကွက်အမှတ်.၄၆၅
အနောက်လားသော် လမ်း
တောင်လားသော် လမ်း
မြောက်လားသော် မြေကွက်အမှတ်.၄၆၄/က
အတွင်းရှိ မြေအားလုံး ဧရိယာ ၂.၅၀၁ ဧက၊ (စတုရန်းပေ [illegible])

မူရင်း

ရန်ကုန်မြို့တော်

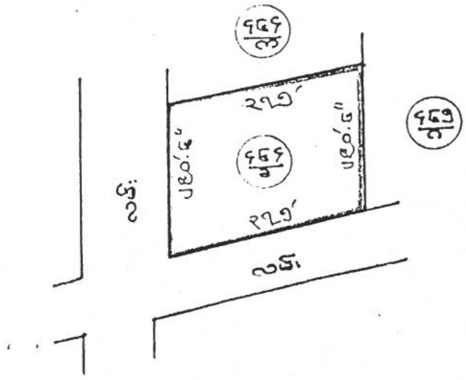
ဆိုးအိမ်ပုံစံ

အက်စ် - ၂၂

------ ဒဂုံသာယာ ------ မြို့နယ်၊ လူနေရပ်ကွက်အမှတ် ------ [illegible] ------

မြေတိုင်းရပ်ကွက်အမှတ် ------ ၂၅ ------ မှ မြေကွက်အမှတ် ------ ၄၆၄-ခ ------ ၏မြေပုံ

၁ - လက်မလျှင် ၁၀၀ ပေ စကေး



ရည်ညွှန်းချက်

------------------ ဧရိယာ

စတုရန်းပေ ------ ၁၀၇၉,၇၅ ------

ဧက ------ ၂.၅၀၁ ------

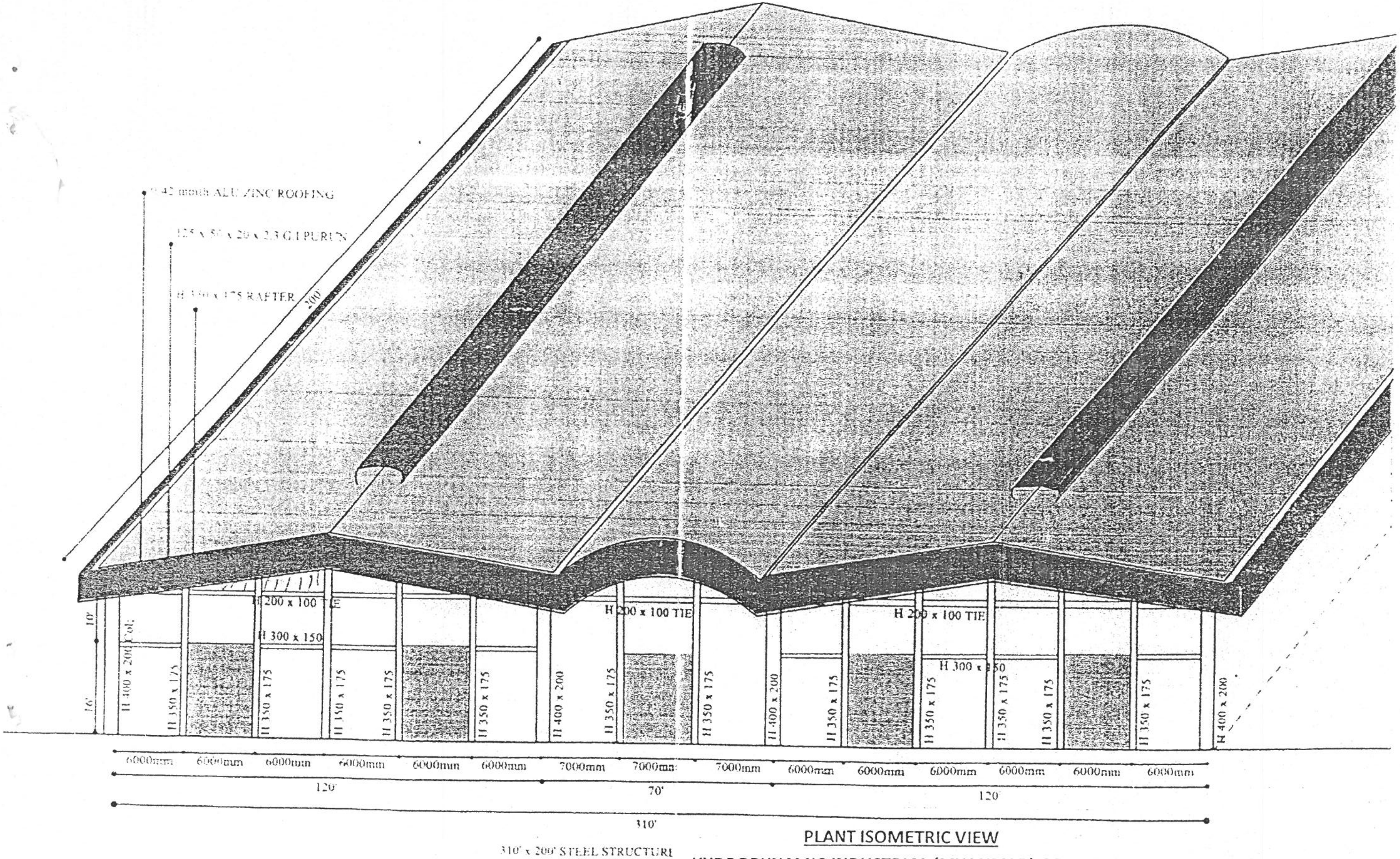
မြေတိုင်း (၄)
(ညိုဝင်း)
မြေတိုင်း - ၄
မြေတိုင်းဌာနခွဲ

မြေတိုင်း (၃)
(လှိုင်မင်းသန်း)
ပုံဆွဲ-၃
မြေတိုင်းဌာနခွဲ

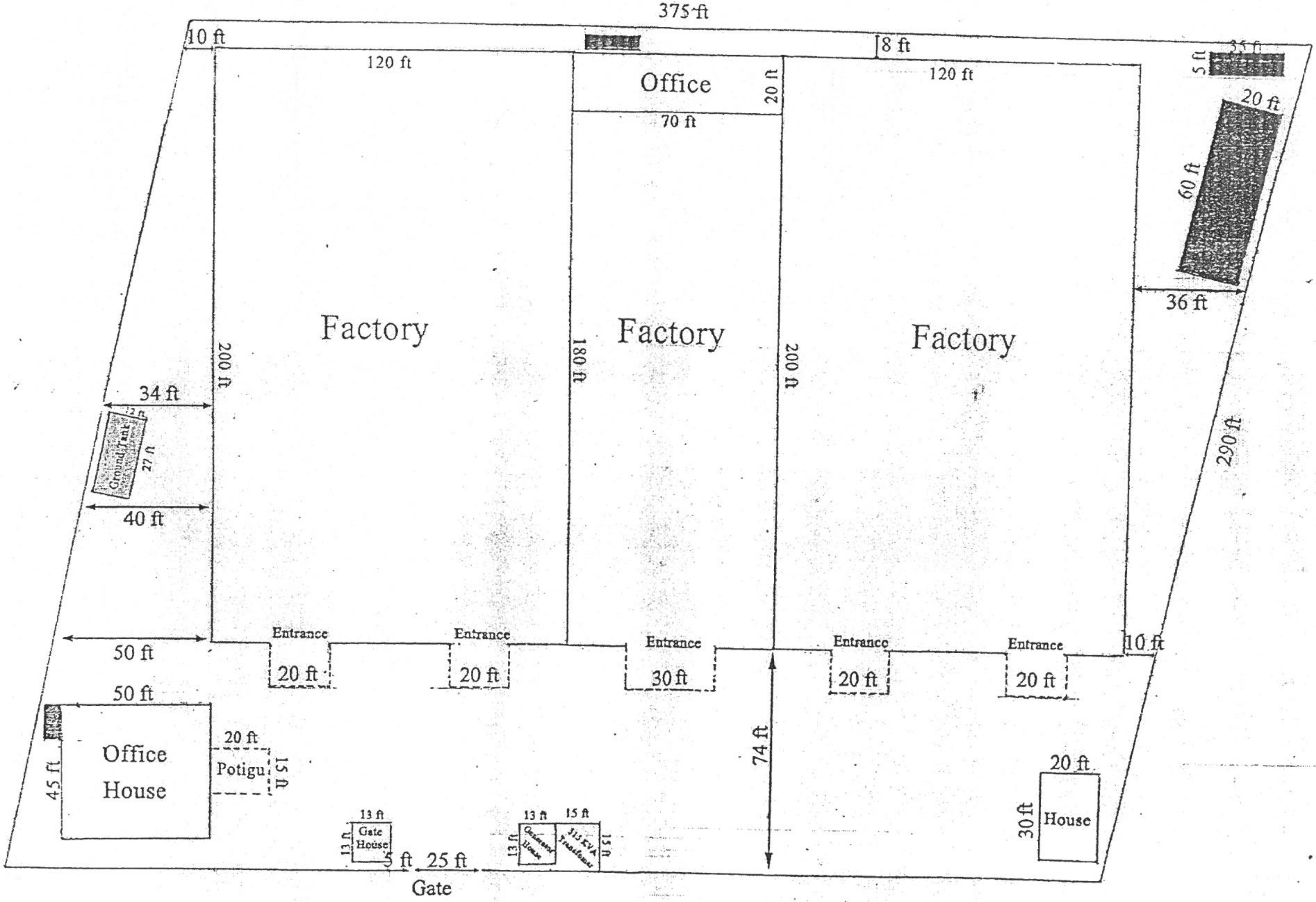
မြေတိုင်း (၂)

ဒုတိယညွှန်ကြားရေးမှူး
မြေတိုင်းဌာနခွဲ
မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

Isometric



PLANT ISOMETRIC VIEW

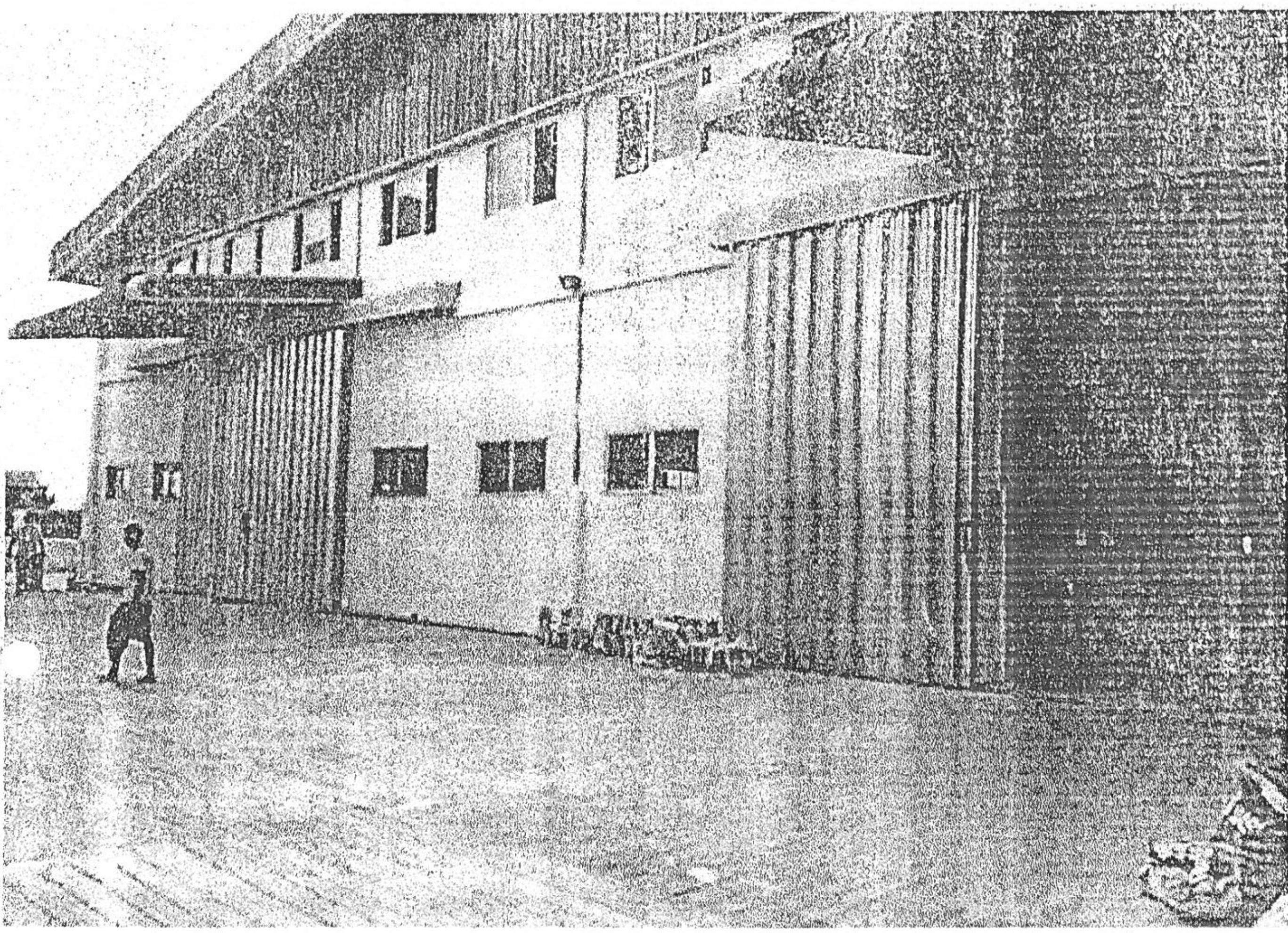


Location Plan

Scale $\frac{1}{16}$ inches = 2 ft 0 inches

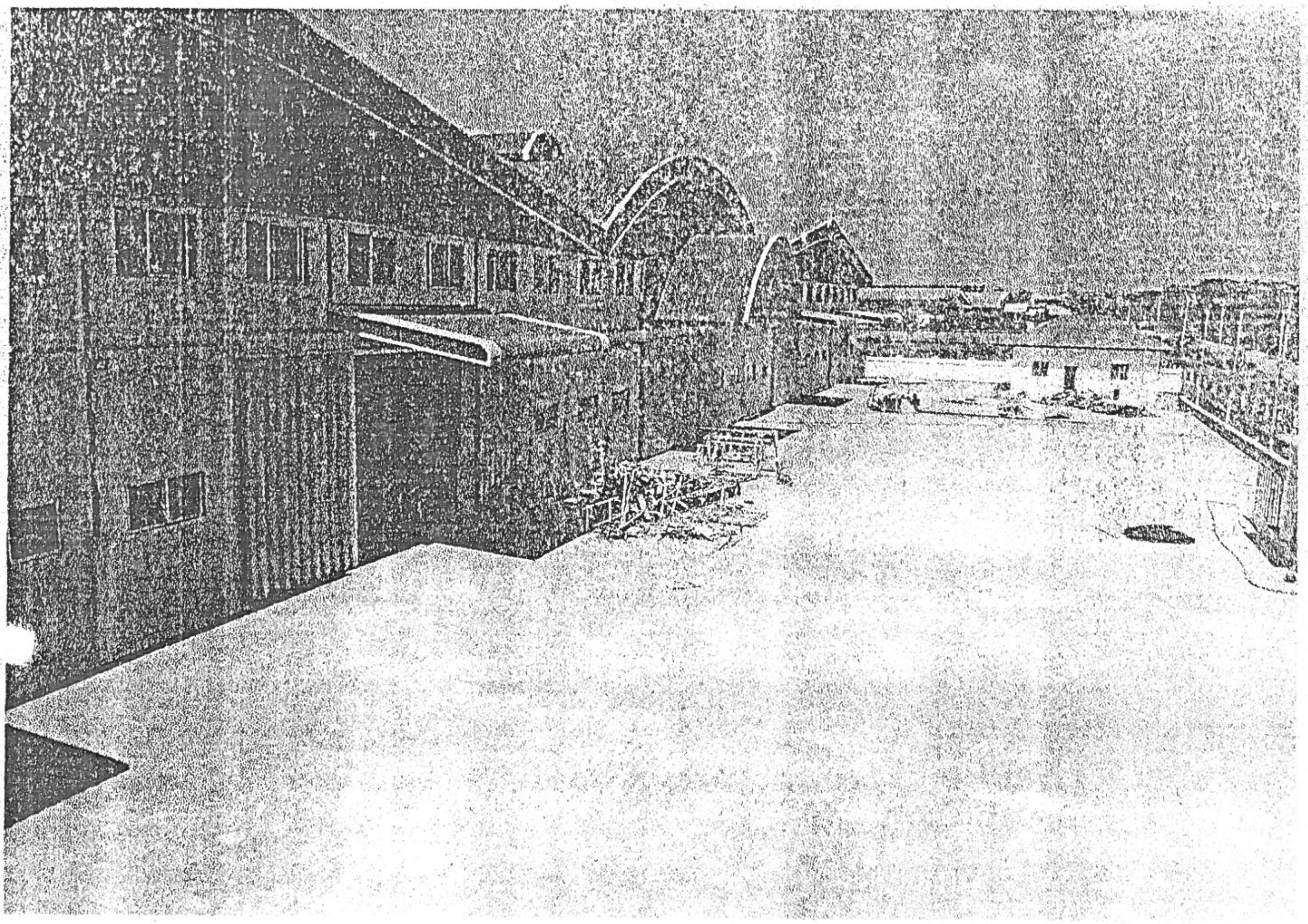
PLANT LAYOUT

HYDRODYNAMIC INDUSTRIAL (MYANMAR) CO., LTD.



PLANT PHOTO

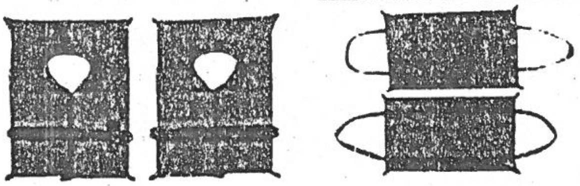
HYDRODYNAMIC INDUSTRIAL (MYANMAR) CO., LTD.



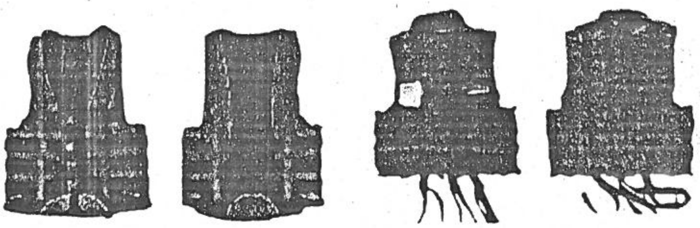
PLANT PHOTO

HYDRODYNAMIC INDUSTRIAL (MYANMAR) CO., LTD.

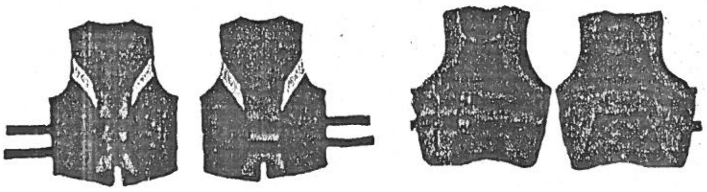
1) Type II and IV nylon PFD



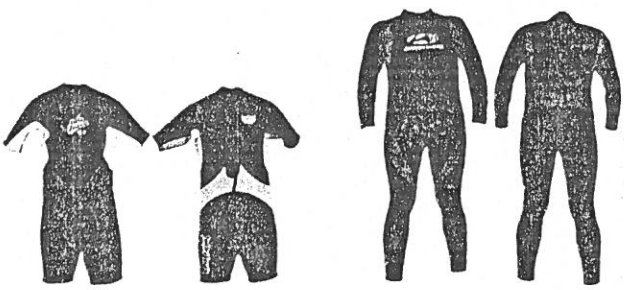
2) Type III nylon PFD



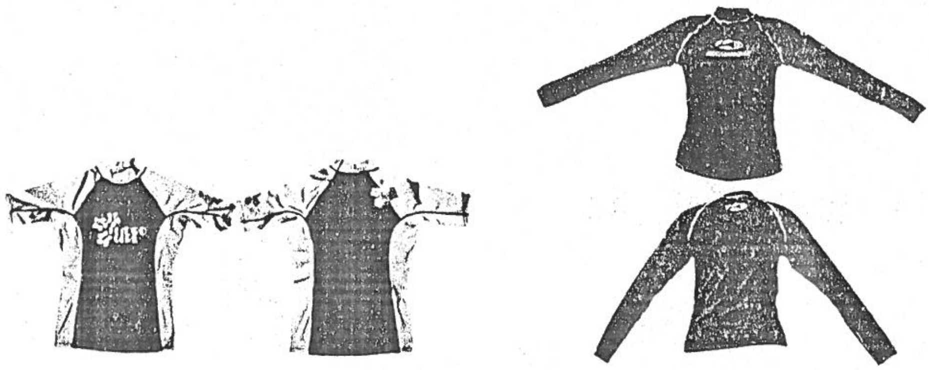
3) Type III neoprene PFD



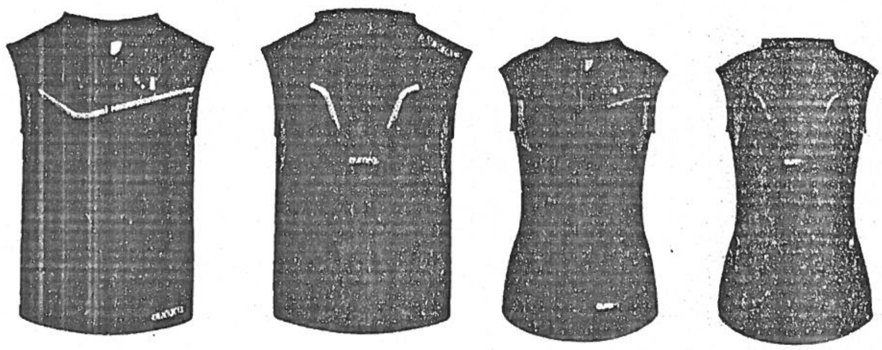
4) Neoprene Wetsuit



5) Lycra Rashguard



6) Protector

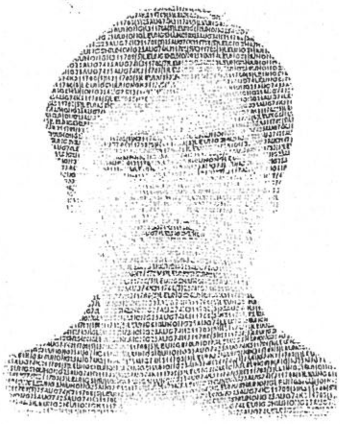


7) Neoprene accessory, like GBS Glove



備註 / OBSERVATIONS

K03233134



中華人民共和國香港特別行政區
HONG KONG SPECIAL ADMINISTRATIVE REGION, PEOPLE'S REPUBLIC OF CHINA

護照 PASSPORT | 類別 / TYPE P | 簽發國代碼 / CODE OF ISSUING STATE CHN | 護照號碼 / PASSPORT NO. K03233134



HKPIC K311706(5)

姓 / SURNAME
梁 / LEUNG

名 / GIVEN NAMES
兆康 / SHIU HONG

國籍 / NATIONALITY
CHINESE

性別 / SEX
M

出生日期 / DATE OF BIRTH
25 AUG 74

出生地點 / PLACE OF BIRTH
HONG KONG

簽發日期 / DATE OF ISSUE
22 MAR 13

有效期至 / DATE OF EXPIRY
22 MAR 23

簽發機關 / AUTHORITY
香港特別行政區入境事務處
IMMIGRATION DEPARTMENT, HONG KONG SPECIAL ADMINISTRATIVE REGION

P<CHNLEUNG<<SHIU<HONG<<<<<<<<<<<<<<<<<<<<<<<<

K032331349CHN7408258M2303222<K3117065<<<<<36

306955989

持照人填寫欄 (INFORMATION OF BEARER)

國內住址及電話 (DOMESTIC ADDRESS AND PHONE NUMBER)

國外住址及電話 (FOREIGN ADDRESS AND PHONE NUMBER)

緊急事故通知人 (IN CASE OF EMERGENCY, NOTIFY THE INDIVIDUAL NAMED BELOW)

姓名 (NAME)

地址及電話 (ADDRESS AND PHONE NUMBER)

中華民國一〇一年印製

持照人簽名 (SIGNATURE OF BEARER)

護 照 中華民國 REPUBLIC OF CHINA

PASSPORT



型式 / Type: P

代碼 / Code: TWN

護照號碼 / Passport No.: 306955989

姓名 / Name (Surname, Given names): 李俊煌 LEE, CHUN-HUANG

國籍 / Nationality: REPUBLIC OF CHINA

身分證統一編號 / Personal Id. No.: N121407092

性別 / Sex: M

出生日期 / Date of birth: 12 NOV 1972

發照日期 / Date of issue: 26 FEB 2013

出生地 / Place of birth: TAIWAN

效期截止日期 / Date of expiry: 26 FEB 2016

發照機關 / Authority: MINISTRY OF FOREIGN AFFAIRS



P<TWNLEE<<CHUN<HUANG<<<<<<<<<<<<<<<<<<<<<<<<

3069559896TWN7211128M1602261N121407092<<<<72

Hydrodynamic Industrial Company Ltd

2/F, Kwong Fat Hong Building, 2-6 Wing Lok Street, Sheung Wan, Hong Kong.
Tel : (852) 2854 2338 Fax : (852) 2854 9338

MINUTES OF THE BOARD OF DIRECTORS' MEETING of the Company held at its office at 2/F, Kwong Fat Hong Building, 2-6 Wing Lok Street, Sheung Wan, Hong Kong on the 12th day of April, 2013.

PRESENT : Hui Ki Hung, Seline

It was hereby resolved:

1.

- To set up a Company of "Hydrodynamic Industrial (Myanmar) Company Ltd under the law of the Republic of the Union of Myanmar with a registered office in Yangon to carry out the investment project of manufacturing of water sporting goods under Foreign Investment Law of Myanmar.
- The address of the company shall be at: Yangon, Hlaing Thar Yar Township, Survey Cicle No. 25 (Shwe Lin Pan Industrial Zone), Land Plot No. 464/B.

2. The Board unanimously passed the following resolutions.
That the following are hereby authorized to act as the initial Board of Directors of Company.

2.1 Mr. Leung Shiu Hong of Chinese Nationality, PP No. K03233134
Address: 27E, Block 9, Discovery Park, Tsuen Wan, Hong Kong

2.2 Mr. Lee Chun Huang of Republic of China Nationality, PP No. 306955989
Address : No.7, Fu-Jin Alley, Sir-Wei Vallegy, Fu-Hsin Country, Chang Hwa Hsin, Taiwan

3. As there was no other business, the Chairman declared the meeting closed. The Chairman hereby declares that this is a true and correct copy of the Resolution of the Board of Directors' Meeting.

Recorded by

Hui Ki Hung, Seline
Chairman/Director

Private & Confidential

Our Ref.: IBG/HR306/97150./11042013

Date: 11 April, 2013

To whom it may concern

Dear Sir / Madam,

Re: HYDRODYNAMIC INDUSTRIAL CO LTD

As a committed and supportive business partner of our valued customer, HYDRODYNAMIC INDUSTRIAL CO LTD, we, at the request of the Company, are pleased to present the following credit information as confirmation of their healthy status.

The Company has maintained a well-conducted account with us since 11/2005. To support its business development and financing needs, we have granted eight digits HKD general banking facilities to the Company. The facilities have been utilized to our satisfaction. Besides, it maintains seven digits HKD deposits with us as of the date of this letter.

We sincerely hope that the above information will be helpful in facilitating the business momentum between you and the Company.

Yours faithfully,
For and on behalf of
DBS Bank (Hong Kong) Limited

LAI Kam Chuen, Derek
(AL455)
Authorized Signature

The above information is given in strict confidence and without any responsibility on the part of the Bank or any of its officers.

DBS Bank (Hong Kong) Limited
Institutional Banking Group
16th Floor, The Center
99 Queen's Road Central
Central, Hong Kong

星展銀行(香港)有限公司
企業及機構銀行
香港中環
皇后大道中 99 號
中環中心 16 樓

Customer Service Hotline
客戶服務熱線：852 2290 8068
Facsimile : 852 2169 0350
www.dbs.com

儲蓄戶口結單
Savings Account Statement

星展銀行 DBS

HYDRODYNAMIC INDUSTRIAL CO LTD
BLK F 6/F WAH HING IND MANSIONS
36 TAI YAU ST
SAN PO KONG

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01033
478
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010000
CYCLE

儲蓄戶口號碼	Savings Account Number	788125429
分行	Branch	COMM'L & CORP BKG
結單日期	Statement Date	2013/02/01
頁數	Page	1 of 3

多種貨幣儲蓄戶口 Multi-Currency Savings Account

貨幣 Currency: HKD

交易日期 Txn Date	交易詳情 Transaction Details	分行 Branch	存入 Deposits	支出 Withdrawals	結餘 Balance
2013/01/02	承上結餘 BALANCE BROUGHT FORWARD				0.00
2013/01/07	OTHER CR	478	23,116.30		23,116.30
2013/01/07	OTHER DR	478		10.00	23,106.30
2013/01/07	TRANSFER W/D	475		23,106.30	0.00

貨幣 Currency: USD

交易日期 Txn Date	交易詳情 Transaction Details	分行 Branch	存入 Deposits	支出 Withdrawals	結餘 Balance
2013/01/02	承上結餘 BALANCE BROUGHT FORWARD				50,231.03
2013/01/03	OTHER CR	478	5,793.42		56,024.45
2013/01/03	OTHER DR	478		11.44	56,013.01
2013/01/03	BILLS DEPT	028		166.65	55,846.36
2013/01/04	OTHER CR	478	3,615.00		59,461.36
2013/01/04	OTHER DR	478		11.44	59,449.92
2013/01/07	OTHER CR	478	9,089.00		68,538.92
2013/01/07	OTHER DR	478		1.29	68,537.63
2013/01/09	OTHER CR	478	7,403.80		75,941.43
2013/01/09	OTHER CR	478	10,233.38		86,174.81
2013/01/09	OTHER DR	478		11.44	86,163.37
2013/01/09	OTHER DR	478		11.44	86,151.93
2013/01/09	TRANSFER W/D	478		65,000.00	21,151.93
2013/01/10	BILLS DEPT	028	10,588.00		31,739.93
2013/01/10	OTHER CR	478	26,000.00		57,739.93
2013/01/10	OTHER DR	478		11.44	57,728.49
2013/01/11	OTHER CR	478	157.50		57,885.99
2013/01/11	OTHER DR	478		11.44	57,874.55
2013/01/14	OTHER CR	478	2,722.40		60,596.95
2013/01/14	OTHER DR	478		11.44	60,585.51
2013/01/15	BILLS DEPT	028	347,108.50		407,694.01
2013/01/15	BILLS DEPT	028		20,915.91	386,778.10
2013/01/15	BILLS DEPT	028		197,363.98	189,414.12
2013/01/16	BILLS DEPT	028	166.65		189,580.77
2013/01/17	OTHER CR	478	20,168.00		209,748.77
2013/01/17	OTHER DR	478		11.44	209,737.33
2013/01/18	OTHER CR	478	4,104.98		213,842.31
2013/01/18	OTHER DR	478		1.29	213,841.02
2013/01/22	OTHER CR	478	37,721.75		251,562.77
2013/01/23	OTHER CR	478	10,519.50		262,082.27
2013/01/23	OTHER CR	478	99,990.00		362,072.27
2013/01/23	OTHER DR	478		11.44	362,060.83
2013/01/23	OTHER DR	478		11.44	362,049.39

交易日期 Txn Date	交易詳情 Transaction Details	分行 Branch	存入 Deposits	支出 Withdrawals	結餘 Balance
貨幣 Currency: USD					
2013/01/23	TRANSFER W/D	478		240,000.00	122,049.39
2013/01/24	OTHER CR	478	12,000.00		134,049.39
2013/01/24	OTHER DR	478		11.44	134,037.95
2013/01/24	BILLS DEPT	028		210.32	133,827.63
2013/01/25	OTHER CR	478	7,661.70		141,489.33
2013/01/25	OTHER CR	478	16,297.00		157,786.33
2013/01/25	OTHER CR	478	16,554.30		174,340.63
2013/01/25	OTHER CR	478	106,547.49		280,888
2013/01/25	OTHER DR	478		1.29	280,886.83
2013/01/25	OTHER DR	478		11.44	280,875.39
2013/01/25	OTHER DR	478		11.44	280,863.95
2013/01/28	OTHER CR	478	17,244.03		298,107.98
2013/01/28	CHEQUE DEP	465	63,580.00		361,687.98
2013/01/28	OTHER CR	478	176,226.00		537,913.98
2013/01/28	OTHER DR	478		11.44	537,902.54
2013/01/28	OTHER DR	478		11.44	537,891.10
2013/01/28	BILLS DEPT	028		14,027.78	523,863.32
2013/01/28	BILLS DEPT	028		48,162.00	475,701.32
2013/01/28	TRANSFER W/D	478		340,000.00	135,701.32
2013/01/29	OTHER CR	478	10,163.44		145,864.76
2013/01/29	OTHER CR	478	47,493.19		193,357.95
2013/01/29	CHEQUE DEP	475	400,000.00		593,357.95
2013/01/29	OTHER DR	478		11.43	593,346.52
2013/01/29	OTHER DR	478		11.43	593,335.09
2013/01/29	BILLS DEPT	028		135,546.30	457,788.79
2013/01/30	BILLS DEPT	028		62,048.12	395,740.67
2013/01/30	BILLS DEPT	028		89,050.22	306,690.45
2013/01/30	BILLS DEPT	028		99,036.37	207,654.[illegible]
2013/01/30	BILLS DEPT	028		148,272.91	59,381.17
2013/01/31	CHEQUE DEP	465	10,139.70		69,520.87
2013/02/01	OTHER CR	478	6,838.01		76,358.88
2013/02/01	OTHER CR	478	18,199.84		94,558.72
2013/02/01	OTHER CR	478	19,782.80		114,341.52
2013/02/01	OTHER DR	478		1.93	114,339.59
2013/02/01	OTHER DR	478		13.37	114,326.22
2013/02/01	OTHER DR	478		13.37	114,312.85
2013/02/01	BILLS DEPT	028		85,402.64	28,910.21
貨幣 Currency: EUR					
2013/01/02	承上結餘 BALANCE BROUGHT FORWARD				0.00

0000169 / 0000338

儲蓄戶口結單
Savings Account Statement

星展銀行 DBS

結單日期 Statement Date 2013/02/01 儲蓄戶口號碼 Savings Account Number 788125429

參考利率一覽表 (以本結單之發出日期為參考) Reference Interest Information (as at Statement Issue Date)

儲蓄利率(年利率) Savings Rate (p.a.)						
港元 HKD 戶口結餘 Account Balance		其他貨幣 Other Currencies				
任何銀碼 Any amount	0.0100%	美元 USD	0.0100%		瑞士法郎 CHF	0.0010%
		澳元 AUD	0.0500%		日圓 JPY	0.0001%
		紐西蘭元 NZD	0.0500%		新加坡元 SGD	0.0010%
		歐羅 EUR	0.0100%		挪威克郎 NOK	0.5000%
		英鎊 GBP	0.0100%		瑞典克郎 SEK	0.1000%
		加拿大元 CAD	0.0100%		丹麥克郎 DKK	0.2500%

重要事項：儲蓄戶口內的存款是符合香港存款保障計劃保障資格的存款。倘您發現任何錯漏或不符，務須於九十日內通知本行，否則結單將視為不可推翻的證據並對客戶具有約束力。查詢詳情，請致電零售銀行客戶服務熱線2290 8888或企業銀行客戶服務熱線2290 8068。

IMPORTANT NOTE: The deposit in the Savings Account is a deposit qualified for protection by the Deposit Protection Scheme in Hong Kong. Should you notice any error or discrepancy, please contact us within 90 days upon receipt of this statement. Otherwise, this statement will be treated as conclusive and binding. For enquiries, please call our Consumer Banking Customer Services Hotline 2290 8888 or Enterprise Banking Customer Services Hotline 2290 8068.

星展銀行(香港)有限公司

Hong Kong/CBG/DNI/1072 (12/11)

DBS-075F (V.01) 0000169 / 0000339

儲蓄戶口結單
Savings Account Statement

星展銀行 DBS

HYDRODYNAMIC INDUSTRIAL CO LTD
BLK F 6/F WAH HING IND MANSIONS
36 TAI YAU ST
SAN PO KONG

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0000166
100011
CYCLE

儲蓄戶口號碼	Savings Account Number	788125429
分行	Branch	COMM'L & CORP BKG
結單日期	Statement Date	2013/03/01
頁數	Page	1 of 2

多種貨幣儲蓄戶口 Multi-Currency Savings Account

交易日期 Txn Date	交易詳情 Transaction Details	分行 Branch	存入 Deposits	支出 Withdrawals	結餘 Balance
貨幣 Currency: HKD					
2013/02/01	承上結餘 BALANCE BROUGHT FORWARD				0.00
貨幣 Currency: USD					
2013/02/01	承上結餘 BALANCE BROUGHT FORWARD				28,910.21
2013/02/04	OTHER CR	478	210.00		29,120.21
2013/02/04	OTHER CR	478	6,681.00		35,801.21
2013/02/04	OTHER CR	478	24,822.00		60,623.21
2013/02/04	OTHER DR	478		1.93	60,621.28
2013/02/04	OTHER DR	478		13.37	60,607.91
2013/02/04	OTHER DR	478		13.37	60,594.54
2013/02/05	CHEQUE DEP	465	272.68		60,867.22
2013/02/05	OTHER CR	478	1,744.65		62,611.87
2013/02/05	OTHER CR	478	10,527.20		73,139.07
2013/02/05	OTHER DR	478		1.93	73,137.14
2013/02/05	OTHER DR	478		13.37	73,123.77
2013/02/06	OTHER CR	478	5,016.00		78,139.77
2013/02/07	BILLS DEPT	028		68.00	78,071.77
2013/02/08	BILLS DEPT	028	45.20		78,116.97
2013/02/08	OTHER CR	478	104,472.04		182,589.01
2013/02/08	BILLS DEPT	028	484,137.46		666,726.47
2013/02/08	OTHER DR	478		13.37	666,713.10
2013/02/08	BILLS DEPT	028		37,752.90	628,960.20
2013/02/08	BILLS DEPT	028		119,984.83	508,975.37
2013/02/14	OTHER CR	478	1,500.00		510,475.37
2013/02/14	OTHER CR	478	9,990.00		520,465.37
2013/02/14	OTHER CR	478	91,440.76		611,906.13
2013/02/14	OTHER CR	478	182,895.59		794,801.72
2013/02/14	OTHER DR	478		13.37	794,788.35
2013/02/14	OTHER DR	478		13.37	794,774.98
2013/02/14	OTHER DR	478		13.37	794,761.61
2013/02/14	OTHER DR	478		13.37	794,748.24
2013/02/18	OTHER CR	478	23,544.50		818,292.74
2013/02/18	OTHER CR	478	35,344.30		853,637.04
2013/02/18	OTHER DR	478		13.37	853,623.67
2013/02/19	OTHER CR	478	4,513.50		858,137.17
2013/02/19	OTHER DR	478		13.37	858,123.80
2013/02/20	OTHER CR	478	5,642.00		863,765.80
2013/02/20	OTHER CR	478	23,752.36		887,518.16
2013/02/20	BILLS DEPT	028	32,484.00		920,002.16

0000166 / 0000331

交易日期 Txn Date	交易詳情 Transaction Details	分行 Branch	存入 Deposits	支出 Withdrawals	結餘 Balance
貨幣 Currency: USD					
2013/02/20	OTHER DR	478		13.37	919,988.79
2013/02/20	OTHER DR	478		13.37	919,975.42
2013/02/20	BILLS DEPT	028		312.28	919,663.14
2013/02/20	BILLS DEPT	028		129,694.30	789,968.84
2013/02/20	TRANSFER W/D	478		260,000.00	529,968.84
2013/02/22	OTHER CR	478	4,210.00		534,178.84
2013/02/22	OTHER DR	478		13.37	534,165.47
2013/02/26	OTHER CR	478	133.90		534,299.[illegible]
2013/02/26	OTHER DR	478		13.37	534,286.00
2013/02/26	TRANSFER W/D	478		510,000.00	24,286.00
2013/02/27	OTHER CR	478	69,321.25		93,607.25
2013/02/27	OTHER CR	478	261,709.20		355,316.45
2013/02/27	CHEQUE DEP	465	420,000.00		775,316.45
2013/02/27	OTHER DR	478		13.36	775,303.09
2013/02/27	OTHER DR	478		13.36	775,289.73
2013/02/27	BILLS DEPT	028		54.00	775,235.73
2013/02/27	BILLS DEPT	028		72,098.47	703,137.26
2013/02/27	BILLS DEPT	028		88,599.16	614,538.10
2013/02/27	BILLS DEPT	028		159,921.43	454,616.67
2013/02/28	OTHER CR	478	4,557.00		459,173.67
2013/02/28	OTHER CR	478	26,829.20		486,002.87
2013/02/28	OTHER DR	478		1.93	486,000.94
2013/02/28	OTHER DR	478		13.37	485,987.57
2013/02/28	BILLS DEPT	028		19,866.53	466,121.04
2013/02/28	BILLS DEPT	028		76,892.13	389,228.91
2013/02/28	BILLS DEPT	028		168,471.79	220,757.12
2013/02/28	BILLS DEPT	028		171,382.37	49,374.75
貨幣 Currency: EUR					
2013/02/01	承上結餘 BALANCE BROUGHT FORWARD				0.00

參考利率一覽表 (以本結單之發出日期為參考) Reference Interest Information (as at Statement Issue Date)

儲蓄利率(年利率) Savings Rate (p.a.)

港元 HKD 戶口結餘 Account Balance		其他貨幣 Other Currencies			
任何銀碼 Any amount	0.0100%	美元 USD	0.0100%	瑞士法郎 CHF	0.0010%
		澳元 AUD	0.0500%	日圓 JPY	0.0001%
		紐西蘭元 NZD	0.0500%	新加坡元 SGD	0.0010%
		歐羅 EUR	0.0100%	挪威克郎 NOK	0.5000%
		英鎊 GBP	0.0100%	瑞典克郎 SEK	0.1000%
		加拿大元 CAD	0.0100%	丹麥克郎 DKK	0.2500%

0000156 / 0000332

交易日期 Txn Date	交易詳情 Transaction Details	分行 Branch	存入 Deposits	支出 Withdrawals	結餘 Balance
貨幣 Currency: USD					
2013/03/12	BILLS DEPT	028		160,630.45	50,773.73
2013/03/13	OTHER CR	478	38,496.53		89,270.26
2013/03/13	OTHER DR	478		13.37	89,256.89
2013/03/15	OTHER CR	478	2,065.01		91,321.90
2013/03/15	OTHER DR	478		1.93	91,319.97
2013/03/18	OTHER CR	478	958.50		92,278.47
2013/03/18	OTHER DR	478		13.36	92,265.11
2013/03/20	OTHER CR	478	58,322.48		150,587.59
2013/03/20	OTHER DR	478		13.36	150,574.23
2013/03/21	OTHER CR	478	7,501.00		158,075.23
2013/03/21	OTHER DR	478		13.36	158,061.87
2013/03/22	BILLS DEPT	028		68.00	157,993.87
2013/03/25	OTHER CR	478	36,837.50		194,831.37
2013/03/25	OTHER DR	478		13.36	194,818.01
2013/03/26	OTHER CR	478	12,112.50		206,930.51
2013/03/26	OTHER DR	478		13.36	206,917.15
2013/03/27	OTHER CR	478	6,744.72		213,661.87
2013/03/27	OTHER CR	478	104,260.00		317,921.87
2013/03/27	OTHER DR	478		1.93	317,919.94
2013/03/27	OTHER DR	478		13.36	317,906.58
2013/03/27	TRANSFER W/D	478		60,000.00	257,906.58
2013/03/28	OTHER CR	478	42,025.48		299,932.06
2013/03/28	OTHER CR	478	279,525.40		579,457.46
2013/03/28	OTHER DR	478		13.36	579,444.10
2013/03/28	OTHER DR	478		13.36	579,430.74
2013/03/28	BILLS DEPT	028		44,749.96	534,680.78
2013/03/28	BILLS DEPT	028		46,377.91	488,302.87
2013/03/28	BILLS DEPT	028		59,229.07	429,073.80
2013/03/28	BILLS DEPT	028		159,856.84	269,216.96
2013/04/02	OTHER CR	478	6,182.00		275,398.96
2013/04/02	OTHER CR	478	8,090.00		283,488.96
2013/04/02	OTHER CR	478	14,375.00		297,863.96
2013/04/02	OTHER CR	478	34,792.50		332,656.46
2013/04/02	OTHER CR	478	54,651.80		387,308.26
2013/04/02	OTHER CR	478	57,308.69		444,616.95
2013/04/02	OTHER DR	478		13.36	444,603.59
2013/04/02	OTHER DR	478		13.36	444,590.23
2013/04/02	OTHER DR	478		13.36	444,576.87
2013/04/02	OTHER DR	478		13.36	444,563.51
2013/04/02	OTHER DR	478		13.36	444,550.15
2013/04/02	OTHER DR	478		13.36	444,536.79
貨幣 Currency: EUR					
2013/03/01	承上結餘 BALANCE BROUGHT FORWARD				0.00

0000475 / 0000954

儲蓄戶口結單
Savings Account Statement

星展銀行 DBS

結單日期 Statement Date 2013/04/02 儲蓄戶口號碼 Savings Account Number 788125429

參考利率一覽表 (以本結單之發出日期為參考) Reference Interest Information (as at Statement Issue Date)

儲蓄利率(年利率) Savings Rate (p.a.)						
港元 HKD 戶口結餘 Account Balance		其他貨幣 Other Currencies				
任何銀碼 Any amount	0.0100%	美元 USD	0.0100%	瑞士法郎 CHF	0.0000%	
		澳元 AUD	0.0500%	日圓 JPY	0.0001%	
		紐西蘭元 NZD	0.0500%	新加坡元 SGD	0.0010%	
		歐羅 EUR	0.0100%	挪威克郎 NOK	0.5000%	
		英鎊 GBP	0.0100%	瑞典克郎 SEK	0.1000%	
		加拿大元 CAD	0.0100%	丹麥克郎 DKK	0.2500%	

重要事項：儲蓄戶口內的存款是符合香港存款保障計劃保障資格的存款。倘您發現任何錯漏或不符，務須於九十日內通知本行，否則結單將視為不可推翻的證據並對客戶具有約束力。查詢詳情，請致電零售銀行客戶服務熱線2290 8888或企業銀行客戶服務熱線2290 8068。

IMPORTANT NOTE: The deposit in the Savings Account is a deposit qualified for protection by the Deposit Protection Scheme in Hong Kong. Should you notice any error or discrepancy, please contact us within 90 days upon receipt of this statement. Otherwise, this statement will be treated as conclusive and binding. For enquiries, please call our Consumer Banking Customer Services Hotline 2290 8888 or Enterprise Banking Customer Services Hotline 2290 8068.

星展銀行(香港)有限公司

000475 / 000955

To All to whom these presents shall come

I, Hon Sheung Tin Peter, of 3rd Floor, Canton House, Nos.54-56 Queen's Road Central, Hong Kong, Special Administrative Region of the People's Republic of China,

Notary Public,

by lawful authority duly Admitted, Authorised and Sworn, Practising in Hong Kong, Special Administrative Region of the People's Republic of China,

Do hereby Certify that the following documents relating to **HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED**, a private company with limited liability, incorporated in Hong Kong in accordance with the provisions of the Companies Ordinance, Cap. 32 are true copy of their respective originals:-

1. Business Registration Certificate No.36193934-000-11-12-8 covering the period from 14th November 2012 to 13th November 2013;

2. Certificate of Incorporation issued on 14th November 2005;

3. Memorandum and Articles of Association;

4. Form AR1 filed on 16th November 2012; and

5. Reports and Financial Statements for the year ended March 31, 2012.

In Testimony whereof I have hereunto subscribed my name and affixed my Seal of Office this 9th day of April in the year of Our Lord Two thousand and Thirteen.

HON SHEUNG TIN PETER
Notary Public,
Hong Kong Special
Administrative Region
of the People's
Republic of China

沿虛線剪下並將有效的商業/分行登記證展示在營業地點。
...ng the dotted line after making payment and display the valid business/branch registration certificate at business address.

表格 2 FORM 2

[第5條]
[regulation 5]

《商業登記條例》(第310章)
BUSINESS REGISTRATION ORDINANCE (Chapter 310)

《商業登記規例》
BUSINESS REGISTRATION REGULATIONS

商業 / XXX登記證 BusinessXXXXXRegistration Certificate

...GINAL

XXXXXXX
XXXXXXXX

業務 / 法團所用名稱 Name of Business/ Corporation	海力達工業有限公司 HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED
業務 / 分行名稱 Business/ Branch Name	** **
地 址 Address	2/F KWONG FAT HONG BUILDING 2-6 WING LOK STREET SHEUNG WAN HK
業務性質 Nature of Business	MANUFACTURING
法律地位 Status	BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
14/11/2012	13/11/2013	36193934-000-11-12-8	$450 (登記費 FEE = $ 0) (徵費 LEVY = $450)

請注意下列《商業登記條例》的規定:

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證,並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

繳款時請將此商業/XXX登記證及繳款通知書完整交出。在付款後,本繳款通知書方成爲有效的商業/XXX登記證。(請參閱背頁繳款辦法所載內容。)

Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business/XXXXregistration certificate upon payment. (Please see payment instructions overleaf.)

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

... 12 265FK002 000177 CHQ $450.00 9

IRDB101 (12/2010)

No. 1007591
編號

COMPANIES ORDINANCE
(CHAPTER 32)
香 港 法 例 第 32 章
公 司 條 例

CERTIFICATE OF INCORPORATION UNDER SECTION 305(1)
公 司 註 冊 證 書
依 據 第 305(1) 條 簽 發

* * *

I hereby certify that
本 人 謹 此 證 明

HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED
海力達工業有限公司

was incorporated in Hong Kong under the Companies Ordinance as a
根 據 公 司 條 例 於 二 Ｏ Ｏ 五 年 十 一 月 十 四 日 在 香 港

limited company on 14 November 2005.
註 冊 成 為 有 限 公 司 。

Issued by the undersigned on 11 October 2007.
本 證 書 於 二 Ｏ Ｏ 七 年 十 月 十 一 日 簽 發 。

Miss Alice T. W. WEI
....
for *Registrar of Companies*
Hong Kong
香港公司註冊處處長
（公 司 註 冊 主 任 韋德韻 代 行）

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED

海 力 達 工 業 有 限 公 司

Incorporated the 14th day of November, 2005.

HONG KONG

No. 1007591

[COPY]

COMPANIES ORDINANCE
(CHAPTER 32)

CERTIFICATE OF INCORPORATION

I hereby certify that

HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED

海 力 達 工 業 有 限 公 司

is this day incorporated in Hong Kong under the Companies Ordinance, and that this company is limited.

Issued by the undersigned on 14 November 2005.

(Sd.) Ms. Teresa K. L. LAI

....

for *Registrar of Companies*
Hong Kong

Printed by: Company Kit Registrations Limited Tel: 2869 1893 Fax: 2869 1896

THE COMPANIES ORDINANCE (CHAPTER 32)

Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION

OF

HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED

海力達工業有限公司

First:- The name of the Company is " **HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED** 海力達工業有限公司 ".

Second:- The Registered Office of the Company will be situated in Hong Kong.

Third:- The liability of the Members is limited.

Fourth:- The Share Capital of the Company is HK$10,000.00 divided into 10,000 shares of HK$1.00 each with the power for the company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without preference, priority or special privileges, or subject to any postponement of rights or to any conditions or restrictions and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

I/We, the person(s), whose name(s), address(es) and description(s) is/are hereto subscribed, am/are desirous of being formed into a Company in pursuance of this Memorandum of Association, and I/we agree to take the number of share(s) in the capital of the Company set opposite to my/our name(s): -

Name(s), Address(es) and Description(s) of Subscriber(s)	Number of Share(s) taken by each subscriber(s)
(Sd.) Hui Ki Hung Seline (許淇虹) 19A, Macdonnell House, 6-8 Macdonnell Road, Mid-Level, Hong Kong Merchant	10,000
Total Number of Share(s) Taken....	10,000

Dated the 7th day of November, 2005.

WITNESS to the above signature(s):

(Sd.) Lam Ping
Merchant
Room C, 2/F, Wing Tat Commercial Building,
121-125, Wing Lok Street,
Central,
Hong Kong

THE COMPANIES ORDINANCE (CHAPTER 32)

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED

海力達工業有限公司

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained in Table "A" in the First Schedule to the Companies Ordinance (Chapter 32) shall apply to this Company, and be deemed to be incorporated with these Presents.

2. The following clauses of Table "A" namely, 24, 41 to 44 inclusive, 55, 64, 77, 78, 79, 81, 82, 90 to 99 inclusive, 101, and 114 to 123 inclusive, and 128, shall not apply or are modified as hereinafter appearing.

3. The Company is a Private Company and accordingly:-

(a) the right to transfer shares is restricted in manner hereinafter prescribed;

(b) the number of members of the company (exclusive of persons who are in the employment of the company and of persons who having been formerly in the employment of the company were while in such employment and have continued after the determination of such employment to be members of the company) is limited to 50. Provided that where 2 or more persons hold one or more shares in the company jointly they shall for the purpose of this regulation be treated as a single member;

(c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited;

(d) the company shall not have power to issue share warrants to bearer.

TRANSFER OF SHARES

4. Clause 24 of Table "A" is hereby modified as follows:-

The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

DIRECTORS

5. Unless otherwise determined by the Company in General Meeting, the minimum number of Director(s) shall be one. The first director(s) of the company shall be nominated in writing by the subscriber(s) to the memorandum of association.

6. A Director shall hold office until either:-

(a) He is removed from office by an ordinary resolution of the Company, or

(b) Notice is given to the Company by any Member at least seven days before the Annual General Meeting of intention to propose a resolution that some other person be appointed in his place and such resolution is duly passed as an ordinary resolution.

7. It shall not be required for a Director to hold any qualification shares. Residence in Hong Kong shall not be a requisite qualification.

8.(a) Unless otherwise determined by the Directors, the quorum of a Directors' Meeting shall be two Directors personally present or represented by their substitutes appointed under Articles 11 hereof. Notwithstanding any provision herein, if the Company has only one Director, the quorum for Director's Meeting shall be one.

8.(b) Where the Company has only one Director and that Director takes any decision that may be taken in a meeting of the Directors and that has effect as if agreed in a meeting of the Directors, he shall (unless that decision is taken by way of a resolution in writing duly signed by him) provide the Company with a written record of that decision within 7 days after the decision is made.

9. A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of directors duly called and constituted.

10. The office of a Director shall be vacated if the Director:-

(a) Resigns his office by notice in writing to the Company; or

(b) Becomes bankrupt or makes any arrangement with his creditors generally; or

(c) Becomes of unsound mind.

11. Subject to the approval of the Board, a Director may appoint any person to act for him as a substitute Director during his absence, and such appointment shall have effect and such appointee whilst he holds office as a substitute Director shall be entitled to notice of meetings of Directors, and to attend and vote thereat accordingly; but he shall not require any qualification, and he shall ipso facto vacate office if and when the appointor returns to Hong Kong or vacates office as a Director, or removes the appointee from office, and any appointment and removal under this Clause shall be effected by notice in writing under the hand of the Director making the same.

12. Any casual vacancy occurring in the Board of directors may be filled up by the Directors.

13. The Directors shall have power at any time, and from time to time, to appoint a person as an additional Director.

14. The Company may by an ordinary resolution remove any Director and may by an ordinary resolution appoint another person in his stead, provided that the minimum number of Directors shall not, in any circumstances, be less than one.

15. Any Director may be employed by or hold any officc of profit under the Company, except that of Auditors of the company, and may act either personally or as a member of a firm or render any professional service to the Company, and may receive remuneration from the Company for so doing in addition to any remuneration payable to him as a Director.

GENERAL MANAGEMENT

16. The Board of Directors shall be entrusted with the general management and carrying on of the business of the Company, and shall have full power to do all such acts and things and enter into such contracts and engagements on behalf of the Company as he may consider necessary or desirable and may also appoint and remove or suspend any officers, clerks, accountants, agents, servants and other employees.

POWERS OF DIRECTORS

17. The Directors, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company in General Meeting subject nevertheless to the provisions of the Companies Ordinance, (Chapter 32), to these Articles, and to any regulations from time to time made by the Company in General Meeting, provided that no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

18. Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these Articles, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power:-

(a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

(b) To purchase or otherwise acquire for the Company or sell or otherwise dispose of any property, rights or privileges which the company is authorised to acquire at such price and generally on such terms and conditions as they shall think fit.

(c) To engage, dismiss, and fix the salaries or emoluments of the employees of the Company.

(d) To institute, conduct, defend, compromise or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due to, and of any claims or demands by or against the Company.

(e) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.

(f) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands of the Company.

(g) To invest, lend or otherwise deal with any of the moneys or property of the Company in such manner as they think fit, having regard to the Company's Memorandum of Association and from time to time to vary or realise any such investment.

(h) To borrow money, arrange for banking facilities, on behalf of the Company, and to pledge, mortgage or hypothecate any of the property of the Company.

(i) To open a current account with themselves for the Company and to advance any money to the Company with or without interest and upon such terms and conditions as they shall think fit.

(j) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for, or in relation to, any of the matters aforesaid, or otherwise for the purpose of the Company.

(k) To give to any Director, officer or other person employed by the Company a commission on the profits of any particular business or transaction, and such commission shall be treated as part of the working expenses of the Company, and to pay commissions and make allowance (either by way of a share in the general profits of the Company or otherwise) to any persons introducing business to the Company or otherwise promoting or serving the interest thereof.

(l) To sell, improve, manage, exchange, lease, let, mortgage or turn to account all or any part of the land, property, rights and privileges of the Company.

(m) To employ, invest or otherwise deal with any Reserve Fund or Reserve Funds in such manner and for such purposes as the Directors may think fit.

(n) To execute, in the name and on behalf of the Company, in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any mortgages may contain a power of sale and such other powers covenants and provisions as shall be agreed upon.

(o) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and in particular to appoint any persons to be the Attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as they think fit.

(p) From time to time to make, vary or repeal rules and by-laws for the regulation of the business of the Company, its officers and servants.

(q) To delegate any or all of the powers herein to any Director or other person or persons as the Directors may at any time think fit.

SEAL AND CHEQUES

19. The Seal of the Company shall be kept by the Directors and shall not be used except with their authority.

20. Unless otherwise determined by the Directors, every document required to be sealed with the Seal of the Company shall be deemed to be properly executed if sealed with the Seal of the Company and signed by such person or persons as the Board of Directors shall from time to time appoint.

21. All cheques, bills of exchange, promissory notes and other negotiable instruments issued or required to be signed, endorsed or accepted or otherwise negotiated by the Company shall be signed by such person or persons as the Board of Directors shall from time to time appoint.

GENERAL MEETINGS

22.(a) For all purposes, the quorum for all general meetings shall be two members personally present or by proxy. Notwithstanding any provision herein, if the Company has only one member, that member presents in person or by proxy shall be the quorum of a general meeting of the Company. No business shall be transacted at any general meeting unless the requisite quorum be present at the commencement of the business.

22.(b) Where the Company has only one member and that member takes any decision that may be taken by the Company in General Meeting and that has effect as if agreed by the Company in General Meeting, he shall (unless that decision is taken by way of a resolution in writing duly signed by him) provide the Company with a written record of that decision within 7 days after the decision is made.

23. A resolution in writing signed by all the shareholders shall be as valid and effectual as a resolution passed at a general meeting duly convened and held.

VOTES OF MEMBERS

24. Unless a poll is demanded, all voting of members in respect of any matter or matters shall be by show of hands, and in the case of a poll, every member shall have one vote for each share of which he is the holder.

DIVISION OF PROFITS

25. The net profits of the Company in each year shall be applied in or towards the formation of such reserve fund or funds and in or towards the payment of such dividends and bonuses as the Directors subject to the approval of the Company in General Meeting may decide.

26. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

27. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

28. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend or for other moneys payable in respect of such share.

29. The Directors may retain any interest or dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

30. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

NOTICES

31. All notices required to be given to the shareholders under these Articles must be in the Chinese or English language or both.

SECRETARY

32. The first Secretary of the Company shall be Group Motion Consultants Limited who may resign from this office upon giving notice to the Company of such intention and such resignation shall take effect upon the expiration of the period specified in such notice or its earlier acceptance.

Name(s), Address(es) and Description(s) of Subscriber(s)
(Sd.) Hui Ki Hung Seline (許淇虹) 19A, Macdonnell House, 6-8 Macdonnell Road, Mid-Level, Hong Kong Merchant

Dated the 7th day of November, 2005.

WITNESS to the above signature(s):

(Sd.) Lam Ping
Merchant
Room C, 2/F, Wing Tat Commercial Building,
121-125, Wing Lok Street,
Central,
Hong Kong

公司註冊處
Companies Registry

周年申報表
Annual Return

(《公司條例》第107(1)條)
(Companies Ordinance s. 107(1))

表格 Form **AR1**

重要事項 Important Notes

- 填表前請參閱《填表須知》。
請用黑色墨水列印。
- Please read the accompanying notes before completing this form.
Please print in black ink.

公司編號 Company Number

1007591

1 公司名稱 Company Name

HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED
海力達工業有限公司

(註 Note 8) 2 商業名稱 Business Name

N/A

3 公司類別 Type of Company

請在適用的空格內加上 ✓ 號 Please tick the relevant box

☑ 有股本的私人公司
Private company having a share capital

☐ 其他
Others

4 本申報表日期 Date of this Return
本申報表列載公司截至右列日期為止的資料
The information in this return is made up to

14	11	2012
日 DD	月 MM	年 YYYY

(如屬有股本的私人公司，本申報表應列載截至公司成立為法團的周年日期的資料。如屬其他公司，所列載的資料則應截至公司周年大會日期或以代替周年大會的書面決議的日期為止。
For a private company having a share capital, the information in this return should be made up to the anniversary of the date of incorporation. For other companies, the information should be made up to the date of the annual general meeting (AGM) or the date of written resolution passed in lieu of AGM.)

(註 Note 9) 5 註冊辦事處地址 Address of Registered Office

2/F., Kwong Fat Hong Building, 2-6 Wing Lok Street, Sheung Wan, Hong Kong

(註 Note 10) 6 電郵地址 E-mail Address

N/A

(註 Note 3) 提交人的資料 Presentor's Reference

姓名 Name: Group Motion Secretarial Services Limited

地址 Address: Room C, 2/F.,
Wing Tat Commercial Building,
121-125 Wing Lok Streeet,
Central, Hong Kong

電話 Tel: 2544 5465 傳真 Fax: 2815 2528

電郵地址 E-mail Address: gmotion@netvigator.com

檔號 Reference: HYDRODYNAMICIND-2012-AR1

Your Receipt
Companies Registry
H.K.

16/11/2012 09:54:28
Submission No.: 236201120/6
CR NO.: 1007591
Sh. Form.: AR1L

Revenue Code		Amount(HKD)
07		$105.00
Receipt No.	**Method**	**Amount(HKD)**
362360302027	EPS	$105.00
Total Paid		$105.00

Form AR1

公司編號 Company Number

1007591

7 按揭及押記 Mortgages and Charges

截至本申報表日期，所有須根據《公司條例》第 80 及第 82 條規定向公司註冊處處長登記的按揭及押記的未償還總額

Total amount outstanding as of the date of this return on all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to sections 80 and 82 of the Companies Ordinance

HK$4,434,963.44

(Note 11) 8 無股本公司的成員數目 Number of Member(s) of a Company Not Having a Share Capital

(有股本的公司無需填報此項 Company having a share capital need not complete this section)

截至本申報表日期的成員數目
Number of Member(s) as at the Date of this Return

(Note 12) 9 股本 Share Capital

(無股本的公司無需填報第 9 及第 10 項 Company not having a share capital need not complete sections 9 & 10)

	截至本申報表日期 As at the Date of this Return				
	法定股本 Authorized Share Capital	已發行股本 Issued Share Capital			
股份類別 Class of Shares	總面值 *Total* Nominal Value †	已發行股份數目 Number of Shares Issued (a)	每股已發行股份的面值 Nominal Value of Each Share Issued † (b)	已發行股份的總面值 *Total* Nominal Value of Shares Issued † (a) x (b)	已發行股份的已繳股款總值 (不包括溢價) *Total* Paid up Value of Shares Issued † (excluding premium)
Ordinary	HK$10,000.00	10,000	HK$1.00	HK$10,000.00	HK$10,000.00
總值 Total	HK$10,000.00	10,000		HK$10,000.00	HK$10,000.00

† 請註明貨幣單位(例如：港元、美元)
Please specify the currency (e.g. HKD, USD)

指明編號 2/2008 (修訂) (2008 年 7 月)
Specification No. 2/2008 (Revision) (July 2008)

Form AR1

公司編號 Company Number

1007591

(Note 13) 10 有股本公司的成員詳情 Details of Member(s) of a Company Having a Share Capital

(有股本的公司必須填報此項，如未能盡錄於下列表格內，請用續頁 A 填報。 Company having a share capital must complete this section. Use Continuation Sheet A if there is insufficient space.)

截至本申報表日期的成員詳情 Details of Member(s) as at the Date of this Return

股份類別 Class of Shares: **Ordinary**

姓名／名稱 Name	地址 Address	股份 Shares: 現時持有量 Current Holding	股份 Shares: 轉讓* Transferred *: 數目 Number	股份 Shares: 轉讓* Transferred *: 日期 Date	備註 Remarks
Hui Ki Hung Seline 許淇虹	19A, Macdonnell House, 6-8 Macdonnell Road, Mid-Level, Hong Kong	10,000			
	總數 Total	10,000			

＊如公司的股份自上一份周年申報表日期以來(如屬首份周年申報表，則自公司成立為法團以來)有任何轉讓，有關詳情亦請一併申報；股份受讓人的姓名／名稱請在「備註」一欄註明。

＊ If there have been any transfers of the company's shares since the date of the last annual return (or since incorporation if this is the first annual return), please also provide details of the transfers; the name of the transferee should be stated in the 'Remarks' column.

指明編號 2/2008 (修訂) (2008 年 7 月)
Specification No. 2/2008 (Revision) (July 2008)

公司編號 Company Number

1007591

AR1

11 秘書 Secretary

A. 個人秘書 Individual Secretary

(如超過一名個人秘書，請用續頁 B 填報 Use Continuation Sheet B if more than 1 individual secretary)

中文姓名 Name in Chinese: ---

英文姓名 Name in English: 姓氏 Surname: --- 名字 Other Names: ---

前用姓名 Previous Names: ---

別名 Alias: ---

(註 Note 14) 香港住址 Hong Kong Residential Address: ---

(註 Note 15) 電郵地址 E-mail Address: ---

(註 Note 16) 身份證明 Identification

a 香港身份證號碼 Hong Kong Identity Card Number: ---

b 護照 Passport: 簽發國家 Issuing Country: --- 號碼 Number: ---

B. 法人團體秘書 Corporate Secretary

(如超過一名法人團體秘書，請用續頁 B 填報 Use Continuation Sheet B if more than 1 corporate secretary)

(註 Note 17) 中文名稱 Name in Chinese: 群智秘書服務有限公司

(註 Note 17) 英文名稱 Name in English: Group Motion Secretarial Services Limited

(註 Note 18) 香港地址 Hong Kong Address: Room C, 2/F., Wing Tat Commercial Building, 121-125 Wing Lok Street, Central, Hong Kong

(註 Note 15) 電郵地址 E-mail Address: ---

公司編號 Company Number: 1684145

(只適用於在香港註冊的法人團體)
(Only applicable to body corporate registered in Hong Kong)

指明編號 2/2008 (修訂) (2008 年 7 月)
Specification No 2/2008 (Revision) (July 2008)

AR1

公司編號 Company Number

1007591

12 董事 Directors

A. 個人董事 Individual Director

(如超過一名個人董事，請用續頁 C 填報 Use Continuation Sheet C if more than 1 individual director)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

Note 19) 身份 Capacity

☑ 董事 Director

☐ 候補董事 Alternate Director

代替 Alternate to

中文姓名 Name in Chinese	許淇虹

英文姓名 Name in English	HUI	Ki Hung Seline
	姓氏 Surname	名字 Other Names

前用姓名 Previous Names	N/A
別名 Alias	N/A

E Note 20) 住址 Residential Address

19A, Macdonnell House,
6-8 Macdonnell Road,
Mid-Level, Hong Kong

國家 Country

E Note 21) 電郵地址 E-mail Address: N/A

E Note 22) 身份證明 Identification

a 香港身份證號碼 Hong Kong Identity Card Number: G439575(0)

b 護照 Passport

簽發國家 Issuing Country	號碼 Number
N/A	N/A

指明編號 2/2008 (修訂) (2008 年 7 月)
Specification No. 2/2008 (Revision) (July 2008)

表格 Form **AR1**

公司編號 Company Number

1007591

13 登記冊 Registers

公司備存下列登記冊的地址(如並非備存於第 5 項的註冊辦事處內)
Address where the following registers of the company are kept (if not kept at the registered office stated in Section 5)

登記冊 Register	地址 Address
a 成員登記冊 Register of Members	N/A
b 債權證持有人登記冊 *(如有的話)* Register of Debenture Holders *(if any)*	N/A

(註 Note 24)

14 隨本表格提交的帳目所涵蓋的會計期 Period Covered by Accounts Submitted with this Form

(私人公司無需填報此項 A private company need not complete this section)

日 DD	月 MM	年 YYYY	至 To	日 DD	月 MM	年 YYYY
---	---	---		---	---	---

15 證明書 Certificate

(此項證明只適用於私人公司。如不適用，請刪去此項。)
(This certificate should only be completed in respect of a private company. If not applicable, please delete.)

本人證明公司自上一份周年申報表日期以來(如屬首份周年申報表，則自成立為法團以來)，並無發出任何文件，邀請公眾人士認購公司任何股份或債權證；同時如成員數目於本申報表日期超過五十，則所超出的成員，全是根據《公司條例》第 29(1)(b)條不須計算入該五十名額內的人士。
I certify that the company has not, since the date of the last annual return (or since incorporation if this is the first annual return), issued any invitation to the public to subscribe for any shares or debentures in the company and that if the number of members is in excess of 50 as at the date of this return, the excess are persons who under section 29(1)(b) of the Companies Ordinance are not to be included in the calculation of 50.

(註 Note 25)

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《有關董事責任的非法定指引》的最新版本，並熟悉該指引所概述的董事一般責任。
All directors of the company are advised to read the latest version of the 'Non-Statutory Guidelines on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guidelines.

本申報表包括下列續頁。This Return includes the following Continuation Sheet(s).

續頁 Continuation Sheet(s)	A	B	C	D
頁數 Number of pages	0	0	0	0

(註 Note 5)

簽署 Signed : [signature]

姓名 Name : HUI Ki Hung Seline

董事 Director／~~秘書 Secretary~~ *

日期 Date : 14/11/2012
日 DD / 月 MM / 年 YYYY

*請刪去不適用者 Delete whichever does not apply

指明編號 2/2008 (修訂) (2008 年 7 月)
Specification No. 2/2008 (Revision) (July 2008)

HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED
海力達工業有限公司

Reports and Financial Statements
For the year ended March 31, 2012

YNAMIC INDUSTRIAL COMPANY LIMITED
工業有限公司

REPORTS AND FINANCIAL STATEMENTS
OR THE YEAR ENDED MARCH 31, 2012

CONTENTS PAGE(S)

NAMIC INDUSTRIAL COMPANY LIMITED
工業有限公司

DIRECTOR'S REPORT

The director present his annual report and the audited financial statements of the Company for the year ended March 31, 2012.

PRINCIPAL ACTIVITIES

The Company was incorporated for the principal purpose of manufacturing and trading of water sports products.

RESULTS

The results of the Company for the year are set out in the statement of comprehensive income on page 5.

PROPERTY, PLANT AND EQUIPMENT

Details of movement of property, plant and equipment of the Company are set out in note 10 to the financial statements.

DIRECTOR

The director during the year and up to the date of this report was:

Hui Ki Hung, Seline

ere being no provision to the contrary in the Company's Articles of Association, the director continues in office.

DIRECTOR'S REPORT - continued

DIRECTOR'S INTERESTS IN CONTRACTS

No contracts of significance in relation to the Company's business to which the Company was a party and in which a director of the Company had a material interest, whether directly or indirectly, subsisted at the end of the year or at any time during the year.

At no time during the year was the Company a party to any arrangement to enable the directors of the Company to acquire benefits by means of the acquisition of shares in, or debentures of, the Company or any other body corporate.

MANAGEMENT CONTRACTS

No contracts concerning the management and administration of the whole or any substantial part of the business of the Company were entered into or existed during the year.

AUDITORS

A resolution will be submitted to the annual general meeting, to re-appoint Messrs. Edward W.L. Choi & Co. CPA (Practising) as auditors of the Company.

SOLE DIRECTOR
November 7, 2012

EDWARD W.L. CHOI & CO.
CPA (PRACTISING)
蔡偉龍會計師事務所

香港中環永樂街121-125號永達商業大廈2樓C室
Room C, 2/F, Wing Tat Commercial Building,
121-125, Wing Lok Street, Central, H.K.
Tel: (852) 2544 5465 Fax: (852) 2815 2528

INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED
海力達工業有限公司
(incorporated in Hong Kong with limited liability)

We have audited the financial statements of Hydrodynamic Industrial Company Limited (the "Company") set out on pages 5 to 22, which comprise the statement of financial position as at March 31, 2012 and the statement of comprehensive income, the statement of changes in equity and statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Director's responsibility for the financial statements

The director of the Company is responsible for the preparation of the financial statements that give a true and fair view in accordance with Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants and the Hong Kong Companies Ordinance, and for such internal control as the directors determine is necessary to enable the preparation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audit and to report our opinion solely to you, as a body, in accordance with section 141 of the Hong Kong Companies Ordinance and our agreed terms of engagement, and for no other purpose. We do not assume responsibility towards or accept liability to any other person for the contents of this report. We conducted our audit in accordance with Hong Kong Standards on Auditing issued by the Hong Kong Institute of Certified Public Accountants. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of the financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the directors, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

EDWARD W.L. CHOI & CO.
CPA (PRACTISING)
蔡偉龍會計師事務所

香港中環永樂街121-125號永達商業大廈2樓C室
Room C, 2/F, Wing Tat Commercial Building,
121-125, Wing Lok Street, Central, H.K.
Tel: (852) 2544 5465 Fax: (852) 2815 2528

EPENDENT AUDITOR'S REPORT- continued

TO THE MEMBERS OF HYDRODYNAMIC INDUSTRIAL COMPANY LIMITED
海力達工業有限公司
(incorporated in Hong Kong with limited liability)

Basis of qualified opinion

As explained in note 11 to the financial statements, the Company has not prepared consolidated financial statements as required under Hong Kong Accounting Standard 27 "Consolidate and Separate Financial Statements" and Hong Kong Financial Reporting Standard 3 "Business Combinations" issued by HKICPA and the Companies Ordinance under which consolidated financial statements are to be prepared. It is not practicable to quantify the effects of the non-compliance with this requirement as there is insufficient information concerning the subsidiary.

Qualified opinion arising from omission of consolidated financial statements

In our opinion, except for the failure to prepare consolidated financial statements, in our opinion, the financial statements give a true and fair view of the state of the Company's affairs as at March 31, 2012 and of its loss and cash flows for the year then ended in accordance with Hong Kong Financial Reporting Standards and have been properly prepared in accordance with the Hong Kong Companies Ordinance.

Edward W.L. Choi & Co.

Edward W.L. Choi & Co.
Certified Public Accountants (Practising)
Hong Kong
November 7, 2012

EMENT OF COMPREHENSIVE INCOME
R THE YEAR ENDED MARCH 31, 2012

	NOTES	2012 HK$	2011 HK$
Turnover		219,668,914	183,575,143
Cost of sales		(146,714,594)	(112,639,919)
Gross profit		72,954,320	70,935,224
Other revenue	6	5,653,510	2,476,145
Administrative expenses		(3,968,025)	(2,919,755)
Operating expenses		(78,183,911)	(57,202,772)
Interest expenses	7	(1,323,318)	(673,304)
(Loss) profit before income tax expense	8	(4,867,424)	12,615,538
Income tax expense	9	-	2,450,536
(Loss) profit and total comprehensive (expense) income for the year		(4,867,424)	10,165,002

MIC INDUSTRIAL COMPANY LIMITED
有限公司

ATEMENT OF FINANCIAL POSITION
AT MARCH 31, 2012

	NOTES	2012 HK$	2011 HK$
NON-CURRENT ASSETS			
Property, plant and equipment	10	68,168,487	70,083,256
Interest in a subsidiary	11	-	-
		68,168,487	70,083,256
CURRENT ASSETS			
Inventories and work in progress	12	47,793,678	45,320,811
Trade and other receivables		36,974,391	54,464,536
Bank and cash balances		4,149,285	3,675,307
Tax recoverable		1,837,902	-
		90,755,256	103,460,654
CURRENT LIABILITIES			
Trade and other payables		62,605,215	63,409,798
Trust receipt loans		15,652,109	18,219,132
Bank loans	13	2,394,200	136,111
Bank loans, secured	14	4,277,831	4,139,564
Loan payables	15	15,338,000	15,338,000
Amount due to a shareholder	16	33,947,721	37,718,357
Provision for taxation		-	729,991
		134,215,076	139,690,953
NET CURRENT LIABILITIES		(43,459,820)	(36,230,299)
TOTAL ASSETS LESS CURRENT LIABILITIES		24,708,667	33,852,957
NON-CURRENT LIABILITIES			
Bank loans, secured	14	8,041,185	12,318,051
NET ASSETS		16,667,482	21,534,906
CAPITAL RESERVE			
Share capital	17	10,000	10,000
Retained profits		16,657,482	21,524,906
SHAREHOLDERS' FUND		16,667,482	21,534,906

The financial statements on pages 5 to 22 were approved and authorised for issue by the Sole Director on November 7, 2012:

SOLE DIRECTOR

ATEMENT OF CHANGES IN EQUITY
R THE YEAR ENDED MARCH 31, 2012

	Share capital HK$	Retained profits HK$	Total HK$
April 1, 2010	10,000	11,359,904	11,369,904
fit and total comprehensive income r the year	-	10,165,002	10,165,002
March 31, 2011 and April 1, 2011	10,000	21,524,906	21,534,906
s and total comprehensive expense r the year	-	(4,867,424)	(4,867,424)
March 31, 2012	10,000	16,657,482	16,667,482

ASH FLOW STATEMENT
OR THE YEAR ENDED MARCH 31, 2012

PERATING ACTIVITIES	2012 HK$	2011 HK$
.oss) profit from operations	(4,867,424)	12,615,538
Adjustments for:		
Interest income	(135,922)	(174,034)
Depreciation	5,204,058	5,192,283
Bank loans interest	1,323,318	673,304
perating cash flows before movements in working :apital	1,524,030	18,307,091
crease in inventories and work in progress	(2,472,867)	(19,837,661)
ease in trade and other receivables	17,490,145	397,326
)ecrease) increase in trade and other payables	(804,583)	3,121,762
ecrease in amount due to a shareholder	(3,770,636)	(1,013,500)
crease (decrease) in trust receipt loans	(2,567,023)	5,892,798
ısh generated by operations	9,399,066	6,867,816
ınk loans interest paid	(1,323,318)	(673,304)
ET CASH FROM OPERATING ACTIVITIES	8,075,748	6,194,512
IX PAID	(2,567,893)	(2,860,780)
IVESTING ACTIVITIES		
terest received	135,922	174,034
ırchase of property, plant and equipment	(3,289,289)	(1,968,538)
T CASH USED IN INVESTING ACTIVITIES	(3,153,367)	(1,794,504)
NANCING ACTIVITIES		
:crease in loan payables	-	(9,662,000)
:payment of bank loans, secured	(4,138,599)	(3,091,928)
:w bank loans granted	2,607,012	8,000,000
:payment of bank loans	(348,923)	(437,072)
ET CASH USED IN FINANCING ACTIVITIES	(1,880,510)	(5,191,000)
ET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	473,978	(3,651,772)
\SH AND CASH EQUIVALENTS AT THE BEGINNING OF THE YEAR	3,675,307	7,327,079
\SH AND CASH EQUIVALENTS AT THE END OF THE YEAR, represented by bank and cash balances	4,149,285	3,675,307

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED MARCH 31, 2012

1. GENERAL

The Company is a private limited company incorporated in Hong Kong. The address of the registered office and principal place of business of the Company is 2/F., Kwong Fat Hong Building, 2-6 Wing Lok Street, Sheung Wan, Hong Kong.

The Company is principally engaged in the business of manufacturing and trading of diving product.

The financial statements are presented in Hong Kong dollars, which is the same as the functional currency of the Company.

APPLICATION OF NEW AND REVISED HONG KONG FINANCIAL REPORTING STANDARDS ("HKFRSs")

New and revised Standards and Interpretations applied in the current year

In the current year, the Company has applied the following new and revise HKFRSs issued by the Hong Kong Institute of Certified Public Accountants ("HKICPA").

Amendments to HKFRSs	Improvements to HKFRSs issued in 2010
HKAS 24 (as revised in 2009)	Related Party Disclosure
Amendments to HKAS 32	Classification of Rights Issues
Amendments to HK (IFRIC) – INT14	Prepayments of a Minimum Funding Requirement
HK (IFRIC) – INT 19	Extinguishing Financial Liabilities with Equity Instruments

The application of the new and revise HKFRSs in the current year has had no material impact on the Company's financial performance and positions for the current and prior years and/or on the disclosures set out in these financial statements.

New and revise Standards and Interpretations issued but not yet effective

The Company has not early applied the following new and revised Standards, Amendments or Interpretations that have been issued but not yet effective.

Amendments to HKFRS 1	Serve Hyperinflation and Removal of Fixed Dates for First-time Adopters[1]
	Government Loans[2]
Amendments to HKFRS 7	Disclosures – Transfers of Financial Assets[1]
	Disclosures – Offsetting Financial Assets and Financial Liabilities[2]
	Mandatory Effective Date of HKFRS 9 and Transition Disclosure[3]
HKFRS 9	Financial Instruments[3]
HKFRS 10	Consolidated Financial Statements[2]
HKFRS 11	Joint Arrangements[2]

3. APPLICATION OF NEW AND REVISED HONG KONG FINANCIAL REPORTING STANDARDS ("HKFRSs") - continued

HKFRS 12	Disclosure of Interests in Other Entities[2]
HKFRS 13	Fair Value Measurement[2]
Amendments to HKAS 1	Presentation of items of Other Comprehensive Income[5]
Amendments to HKAS 12	Deferred Tax – Recovery of Underlying Assets[4]
HKAS 19 (as revised in 2011)	Employee Benefits[2]
HKAS 27 (as revised in 2011)	Separate Financial Statements[2]
HKAS 28 (as revised in 2011)	Investments in Associates and Joint Ventures[2]
Amendments to HKAS 32	Offsetting Financial Assets and Financial Liabilities[6]
HK(IFRIC) – Int 20	Stripping Costs in the Production Phase of a Surface Mine[2]

[1] Effective for annual periods beginning on or after July 1, 2011
[2] Effective for annual periods beginning on or after January 1, 2013
[3] Effective for annual periods beginning on or after January 1, 2015
[4] Effective for annual periods beginning on or after January 1, 2012
[5] Effective for annual periods beginning on or after July 1, 2012
[6] Effective for annual periods beginning on or after January 1, 2014

HKFRS 9 Financial Instruments

- HKFRS 9 requires all recognized financial assets that are within the scope of HKAS 39 *Financial Instruments: Recognition and Measurement* to be subsequently measured at amortised cost or fair value. Specifically, debt investments that are held within a business model whose objective is to collect the contractual cash flows, and that have contractual cash flows that are solely payments of principal and interest on the principal outstanding are generally measured at amortosed cost at the end of subsequent accounting periods. All other debt investments and equity investments are measured at fair value at the end of subsequent accounting periods. In addition, under HKFRS 9, entities may make an irrevocable election to present subsequent changes in the fair value of an equity investment (that is not held for trading) in other comprehensive income, with only dividend income generally recognized in profit or loss.

HKFRS 9 Financial Instruments - continued

- The most significant effect of HKFRS 9 regarding the classification and measurement of financial liabilities relates to the presentation of changes in the fair value of a financial liabilities (designated as at fair value through profit or loss) attributable to changes in the credit risk of that liability. Specifically, under HKFRS9, for financial liabilities that are designated as at fair value through profit or loss, the amount of change in fair value of the financial liability that is attributable to changes in the credit risk of that liability is presented in other comprehensive income, unless the recognition of the effects of changes in the liability's credit risk in other comprehensive income would create or enlarge an accounting mismatch in profit or loss. Changes in fair value attributable to a financial liability's credit risk are not subsequently reclassified to profit or loss. Previously, under HKAS 39, the entire amount of the change in the fair value of the financial liability designated as at fair value through profit or loss was presented in profit or loss.

The directors anticipate that the adoption of HKFRS 9 in the future will not have significant impact on amounts reported in respect of the Company's financial assets and financial liabilities.

3. SIGNIFICANT ACCOUNTING POLICIES

The financial statements have been prepared on the historical cost convention.

The financial statements have been prepared in accordance with HKFRSs issued by the HKICPA. In addition, the financial statements included applicable disclosures required by the Hong Kong Companies Ordinance.

Turnover

Turnover represents the total invoiced value of goods sold, less returns, to customers during the year.

Revenue recognition

Revenue is measured at the fair value of consideration received or receivable and represents amount receivable for goods sold and services provided in the normal course of business, net of discounts.

Revenue from sale of goods is recognised when the goods are delivered and title has passed.

Interest income from a financial asset is accrued on a time basis, by reference to the principal outstanding and at the effective interest rate applicable, which is the rate that exactly discounts the estimated future cash receipts through the expected life of the financial asset to that asset's net carrying amount on initial recognition.

Property, plant and equipment

Property, plant and equipment are stated at cost less subsequent accumulated depreciation and accumulated impairment losses.

Depreciation is provided to write off the cost of all items of property, plant and equipment over their estimated useful lives, using the straight-line method, at the following annual rates:

Leasehold land	Equal instalment over the remaining estimated useful life since first use
Buildings	Forty-eight years by equal instalments
Leasehold improvement	5%
Plant and machinery	12.5%
Motor vehicles and furniture and fixture	25%
Moulds	25%

An item of property, plant and equipment is derecognised upon disposal or when no future economic
An item of plant and equipment is derecognised upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the item) is included in the income statement in the year in which the item is derecognised.

3. SIGNIFICANT ACCOUNTING POLICIES - continued

Leased assets

Leases are classified as finance leases when the terms of the lease transfer substantially all the risks and rewards of ownership of the assets concerned to the Company. Assets held under finance leases are capitalised at their fair value at the date of inception of the lease. The outstanding principal portion of the leasing commitment is shown as obligation of the Company. The finance costs, which represent the difference between the total leasing commitments and the fair value of the assets acquired, are charged to the income statement over the period of the relevant leases so as to produce a constant periodic rate of charge on the remaining balances of the obligations for each accounting period.

All other leases are classified as operating leases and the rentals payable are charged to the income statement on a straight-line basis over the period of the respective leases

Impairment

At the end of each reporting period, the Company reviews the carrying amounts of its assets to determine whether there is any indication that those assets have suffered an impairment loss. If the recoverable amount of the asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised as an expense immediately.

Where an impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset in prior years. A reversal of an impairment loss is recognised as income immediately.

Foreign currencies

In preparing the financial statements of an entity, transactions in currencies other than the functional currency of that entity (foreign currencies) are recorded in its respective functional currency (i.e. the currency of the primary economic environment in which the entity operates) at the rates of exchange prevailing on the dates of the transactions. At the end of reporting period, monetary items denominated in foreign currencies are retranslated at the rates prevailing on the end of the reporting period. Non-monetary items that ere measured in terms of historical cost in a foreign currency are not retranslated.

Exchange differences arising on the settlement of monetary items, and on the translation of monetary items, are recognised in profit or loss in the period in which they arise.

Financial instruments

Financial assets and financial liabilities are recognised in the statement of financial position when the Company becomes a party to the contractual provisions of the instrument. Financial assets and financial liabilities are initially measured at fair value. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition.

3. SIGNIFICANT ACCOUNTING POLICIES - continued

Financial instruments – continued

Financial assets

The Company's financial assets are classified as loans and receivables.

Effective interest method

The effective interest method is a method of calculating the amortised cost of a financial asset and of allocating interest income over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial asset, or, where appropriate, a shorter period to the net carrying amount on initial recognition.

Income is recognised on an effective interest basis for debt instruments.

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. At the end of each reporting period subsequent to initial recognition, loans and receivables (including other receivables and bank and cash balances) are carried at amortised cost using the effective interest rate method, less any identified impairment losses.

Impairment of financial assets

Financial assets are assessed for indicators of impairment at the end of each reporting period. Financial assets are impaired where there is objective evidence that, as a result of one or more events that occurred after the initial recognition of the financial assets, the estimated future cash flows of the financial assets have been impacted.

Objective evidence of impairment could include:

- significant financial difficulty of the issuer or counterparty; or
- breach of contract, such as default or delinquency in interest or principal payments; or
- it becoming probable that the borrower will enter bankruptcy or financial re-organisation; or
- the disappearance of an active market for that financial asset because of financial difficulties.

3. SIGNIFICANT ACCOUNTING POLICIES - continued

Financial instruments – continued

Impairment of financial assets - continued

For financial assets carried at amortised cost, the amount of impairment loss is recognised in profit or loss when there is objective evidence that the asset is impaired, and is measured as the difference between the asset's carrying amount and the present value of the estimated future cash flows discounted at the original effective interest rate.

For financial assets carried at amortised cost, if, in a subsequent period, the amount of impairment loss decreases and the decrease can be related objectively to an event occurring after the impairment losses was recognised, the previously recognised impairment loss is reversed through profit or loss to the extent that the carrying amount of the asset at the date the impairment is reversed does not exceed what the amortised cost would have been had the impairment not been recognised.

Financial liabilities and equity

Financial liabilities and equity instruments issued by the Company are classified according to the substance of the contractual arrangements entered into and the definitions of a financial liability and an equity instrument. An equity instrument is any contract that evidences a residual interest in the assets of the Company after deducting all of its liabilities.

Effective interest method

The effective method is a method of calculating the amortised cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discount) through the expected life of the financial liability, or, where appropriate, a shorter period to the net carrying amount on initial recognition.

Interest expense is recognised on an effective interest basis for debt instruments.

Other financial liabilities

Other financial liabilities (including trade and other payables, amount due to a shareholder and bank loan) are subsequently measured at amortised cost, using the effective interest rate method.

Equity instruments

Equity instruments issued by the Company are recorded at the proceeds received, net of direct issue costs.

Derecognition

Financial assets are derecognised when the rights to receive cash flows from the assets expire or, the financial assets are transferred and the Company has transferred substantially all the risks and rewards of ownership of the financial assets.

3. SIGNIFICANT ACCOUNTING POLICIES - continued

Financial instruments – continued

Derecognition - continued

On derecognition of a financial asset, the difference between the asset's carrying amount and the sum of the consideration received and receivable and the cumulative gain or loss that had been recognized in other comprehensive income and accumulated in equity is recognized in profit or loss.

Financial liabilities are derecognised when the obligation specified in the relevant contract is discharged, cancelled or expires. The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable is recognised in profit or loss.

Income tax expense

Income tax expense represents the sum of the tax currently payable and deferred tax.

The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profits as reported in the income statement because it excludes items of income or expense that are taxable or deductible in other years, and it further excludes income statement items that are never taxable or deductible. The Company's liability for current tax is calculated using tax rates that have been enacted or substantially enacted by the end of the reporting period.

Deferred tax is recognised on differences between the carrying amount of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit. Deferred tax liabilities are generally recognised for all taxable temporary differences. Deferred tax assets are recognised to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilised. Such assets and liabilities are not recognised if the temporary difference arises from the initial recognition of assets and liabilities in a transaction that affects neither the tax profit nor the accounting profit.

Deferred tax liabilities are recognized for taxable temporary differences associated with investments in subsidiaries and associates, except where the Company is able to control the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future. Deferred tax assets arising from deductible temporary difference associated with such investments and interests are only recognized to the extent that it is a probable that there will be sufficient taxable profits against which to utilize the benefits of the temporary differences and they are expected to reverse in the foreseeable future.
The carrying amount of deferred tax assets is reviewed at the end of the reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the period in which the liability is settled or the asset is realized, based on tax rate (and tax laws) that have been enacted or substantively enacted by the end of the reporting period. The measurement of deferred tax liabilities and assets reflects the tax consequences that would follow from the manner in which the Company expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities. Deferred tax is recognized in the profit or loss, except when it relates to items that tare recognized in other comprehensive income or directly in equity, in which case the deferred tax is also recognized in other comprehensive income or directly in equity respectively.

4. CAPITAL RISK MANAGEMENT

The Company manages its capital to ensure that the Company will be able to continue as a going concern while maximising the return to shareholder through the optimisation of the debt and equity balance. The Company's overall strategy remains unchanged from prior year.

The capital structure of the Company consists of debts, bank borrowing and equity attributable to equity holders of the Company, which comprising share capital.

5. FINANCIAL INSTRUMENTS

(a) Categories of financial instruments

	2012 HK$	2011 HK$
Financial assets		
Loans and receivables including bank and cash balances	5,842,367	5,830,422
Financial liabilities		
Amortised cost	59,309,049	58,744,390

(b) Financial risk management objectives and policies

The Company's major financial instruments include trade and other receivables, amount due from/to holding company, amount due from/to fellow subsidiaries, bank balances and cash and trade and other payables. Details of these financial instruments are disclosed in respective notes. The management monitors and manages the financial risks relating to the operations of the Company through internal risk assessment which analyses exposures by degree and magnitude of risks. The risks included credit risk and liquidity risk.

The policies on how to mitigate these risks are set out below. The management manages and monitors these exposures to ensure appropriate measures are implemented on a timely and effective manner.

Credit risk

The credit risk on the liquid funds is limited because the counterparties are banks with high credit ratings.

5. FINANCIAL INSTRUMENTS

(b) Financial risk management objectives and policies - continued

Liquidity risk

In the management of the liquidity risk, the Company monitors and maintains a level of cash and cash equivalents deemed adequate by management to finance the Company's operations and mitigate the effects of fluctuations in cash flows.

	Weighted Average effective interest rate %	On demand or less than 1 month HK$	1-3 months HK$	3 months to 1 year HK$	Over 1 year HK$	Total undiscounted cash flows HK$	Carrying amount at March 31 HK$
2012							
Non-derivative financial liabilities							
Other payables and accrued charges	-	10,648,112	-	-	-	10,648,112	10,648,112
Amount due to a shareholder	-	33,947,721	-	-	-	33,947,721	33,947,721
Bank loans	-	556,003	1,112,005	5,004,023	8,041,185	14,713,216	14,713,216
		45,151,836	1,112,005	5,004,023	8,041,185	59,309,049	59,309,049
2011							
Non-derivative financial liabilities							
Other payables and accrued charges	-	4,432,307	-	-	-	4,432,307	4,432,307
Amount due to a shareholder	-	37,718,357	-	-	-	37,718,357	37,718,357
Bank loans	-	356,306	712,613	3,206,756	12,318,051	16,593,726	16,593,726
		42,506,970	712,613	3,206,756	12,318,051	58,744,390	58,744,390

(c) Fair value

The director consider that the carrying amounts of financial assets and financial liabilities recorded at amortised cost in the financial statements approximate their fair values.

The fair values of financial assets and liabilities are determined in accordance with generally accepted pricing models based on discounted cash flow analysis or using prices from observable current market transactions.

6. OTHER REVENUE

	2012 HK$	2011 HK$
Interest income	135,922	174,034
Exchange gain	1,338,967	74,351
Freight income	175,317	159,474
Handling income	99,895	50,505
Other income	3,903,409	2,017,781
	5,653,510	2,476,145

. INTEREST EXPENSES

	2012 HK$	2011 HK$
Bank charges	374,195	290,460
Bank loans interest	773,855	152,648
Mortgage loan interest	175,268	230,196
	1,323,318	673,304

3. (LOSS) PROFIT BEFORE INCOME TAX EXPENSE

(Loss) profit before income tax expense has been arrived at after charging:

	2012 HK$	2011 HK$
Director's remuneration	316,000	120,000
Retirement benefits scheme contributions	72,888	59,226
Other staff costs	57,580,160	39,791,063
Total staff costs	57,969,048	39,970,289
Auditors' remuneration	40,000	40,000
Depreciation	5,204,058	5,192,283

9. INCOME TAX EXPENSE

No provision for Hong Kong Profits Tax has been made in the financial statements as the Company sustained a tax loss during the year.

Details of unprovided deferred taxation for the year are set out in note 18.

The taxation for the year can be reconciled to the loss for the year per the statement of comprehensive income as follows:

	2012 HK$	2011 HK$
(Loss) profit for the year	(4,867,424)	12,615,538
Tax at Hong Kong Profits Tax rate of 16.5%	(803,125)	2,081,564
Tax effect of income not taxable for tax purposes	(791)	(291)
Tax effect of expenses not deductible for tax purposes	14,642	89,905
Tax effect of deductible temporary differences not recognised	391,677	279,358
Tax effect of tax loss not recognised	397,597	-
Income tax expense for the year	-	2,450,536

PROPERTY, PLANT AND EQUIPMENT

	Leasehold improvement HK$	Land and building HK$	Property under construction HK$	Plant and machineries HK$	Furniture and fixture HK$	Motor vehicles HK$	Moulds HK$	Total HK$
COST								
At April 1, 2011	21,777,767	40,000,000	9,556,961	8,154,627	1,530,916	488,955	6,983,059	88,492,285
Additions	2,012,475	-	415,522	168,118	-	693,174	-	3,289,289
At March 31, 2012	23,790,242	40,000,000	9,972,483	8,322,745	1,530,916	1,182,129	6,983,059	91,781,574
DEPRECIATION								
At April 1, 2011	4,348,661	4,166,534	-	3,150,718	1,258,297	353,926	5,130,893	18,409,029
Charge for the year	1,189,512	833,333	-	1,040,344	134,801	260,303	1,745,765	5,204,058
At March 31, 2012	5,538,173	4,999,867	-	4,191,062	1,393,098	614,229	6,876,658	23,613,087
CARRYING VALUES								
At March 31, 2012	18,252,069	35,000,133	9,972,483	4,131,683	137,818	567,900	106,401	68,168,487
At March 31, 2011	17,429,106	35,833,466	9,556,961	5,003,909	272,619	135,029	1,852,166	70,083,256

The net book value of land and buildings comprises:

	2012 HK$	2011 HK$
Land outside Hong Kong Medium-term lease	35,000,133	35,833,466

At the balance sheet date, the Company has pledged certain of its property, plant and equipment with an aggregate net book value of HK$35,000,133 (2011: HK$35,833,466) to secure the bank mortgage loan granted to the Company.

11. INTEREST IN A SUBSIDIARY

	2012 & 2011 HK$
Capital contribution outside Hong Kong	42,122,000
Amount due to a subsidiary	(42,122,000)
	-

11. INTEREST IN A SUBSIDIARY - continued

Details of the Company's subsidiary at March 31, 2012 are as follows:

Name of the company	Place of incorporation and operation	Registered capital/Paid up capital USD	Percentage of equity held	Principal activities
Hydrodynamic Industrial (Heyuan) Co. Ltd.	The People's Republic of China	7,000,000/ 5,424,253	100%	Manufacturing and sale of water sports products

No consolidated financial statements have been prepared, as in the opinion of the director, the preparation of consolidated financial statements would involve expenses and delay out of proportion to the value to members of the Company.

12. INVENTORIES AND WORK IN PROGRESS

	2012 HK$	2011 HK$
Raw materials	28,305,070	23,363,357
Work in progress	11,350,881	20,412,119
Finished goods	8,137,727	1,545,335
	47,793,678	45,320,811

At March 31, 2012, the carrying amount of inventories that are carried at net realizable value amounted to HK$28,305,070 (2011: HK$23,363,357).

13. BANK LOANS

	2012 HK$	2011 HK$
Bank loans	2,394,200	136,111
Less : Current portion due within one year included under current liabilities	2,394,200	-
Non-current portion included under long-term liabilities	-	-

The maturity of the above long-term liabilities is as follows:

	2012 HK$	2011 HK$
Wholly repayable :		
In the second year	-	-
In the third to fifth years inclusive	-	-
	-	-

14. BANK LOANS - SECURED

	2012 HK$	2011 HK$
Bank loans - secured	12,319,016	16,457,615
Less : Current portion due within one year included under current liabilities	4,277,831	4,139,564
Non-current portion included under long-term liabilities	8,041,185	12,318,051

The maturity of the above long-term liabilities is as follows:

	2012 HK$	2011 HK$
Wholly repayable :		
In the second year	4,427,268	4,279,831
In the third to fifth years inclusive	3,613,917	8,038,220
	8,041,185	12,318,051

15. LOAN PAYABLES

The amount is unsecured, non-interest bearing and has no fixed repayment terms. The fair value of the amount at March 31, 2012 approximate to corresponding carrying amount.

16. AMOUNT DUE TO A SHAREHOLDER

The amount due to a shareholder is unsecured, non-interest bearing and has no fixed repayment terms. The fair value of the amount at March 31, 2012 approximate to corresponding carrying amount.

17. SHARE CAPITAL

Movements during the year in the share capital of the Company were as follows:

	Authorised HK$	Issued and fully paid HK$
Ordinary shares of HK$1.00 each:		
Authorised capital approved by shareholders on November 14, 2005	10,000	-
Shares issued for cash proceeds	-	10,000
At March 31, 2011 and March 31, 2012	10,000	10,000

.8. DEFERRED TAXATION

As at the balance sheet date, the Company has the following major unprovided deferred tax assets (liabilities) due to the unpredictability of the future profit streams:

	2012 HK$	2011 HK$
Accelerated tax allowance	(317,706)	(709,383)
Tax losses	397,597	-
	79,891	(709,383)

19. CONTINGENT LIABILITY

Guarantees given to a bank by the Company in respect of banking facilities utilised by the Company and a third party amounting to HK$84,000,000 (2011: HK$78,000,000).

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ဟိုက်ဒရိုဒိုင်းနမစ် အင်ဒတ်စရီရယ်(မြန်မာ)ကုမ္ပဏီ လီမိတက်

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THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memoradum Of Association

AND

Articles Of Association

OF

'DRODYNAMIC INDUSTRIAL (MYANMAR)COMPANY LIMITED

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

of

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

♣ ♣ ♣ ♣ ♣ ♣ ♣ ♣ ♣ ♣

I. The name of the Company is **HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED**

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorized capital of the Company USD 1,500,000 /- (United States Dollar One million and Fifty Thousand Only) divided into (1,500,000) shared of USD 1/- (United States Dollar One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

Industrial Production

1. Production, growing, milling and processing, etc. of goods of the Following businesses permitted by the government to be carried out solely or joint venture with any individuals from local or from abroad.

"To manufacture water sport wares on CMP basis"

2. To import machinery, spare parts, raw materials and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.

3. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manners that the Company shall think fit.

PROVISO: - provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the laws. Orders and Notifications in force from time to time and then only subject to such permission and or approval as may be prescribed by the laws. Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
	Hydrodynamic Industrial Co., Ltd, incorporated in Hong Kong Represented by			
1.	Mr. Leung Shiu Hong 27 E, Block 9, Discovery Park, Tsuen Wan, Hong Kong Merchant	Chinese K 032333134	1,200,000	
2.	Mr. Lee Chun Huang N0.7, Fu-Jin Alley, Sir-Wei Vallergy, Fu-Hsin Country, Chang Hwa Hsin, Taiwan Merchant	Republic of China 306955989	300,000	

Yangon Dated the day of May 2013

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Article Of Association

of

HYDRODYNAMIC INDUSTRIAL (MYANMAR) COMPANY LIMITED

♣ ♣ ♣ ♣ ♣ ♣ ♣ ♣ ♣ ♣

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17(2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

   (a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorized capital of the Company USD 1,500,000 /- (United States Dollar One million and Fifty Thousand Only) divided into (1,500,000) shared of USD 1/- (United States Dollar One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (10).

The First Directors shall be: -

(1) Mr. Leung Shiu Hong
(2) Mr. Lee Chun Huang
(3)
(4)
(5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

2. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two, number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
	<u>Hydrodynamic Industrial Co., Ltd, incorporated in Hong Kong Represented by</u>			
1.	Mr. Leung Shiu Hong 27 E, Block 9, Discovery Park, Tsuen Wan, Hong Kong Merchant	Chinese K 032333134	1,200,000	
2.	Mr. Lee Chun Huang N0.7, Fu-Jin Alley, Sir-Wei Vallergy, Fu-Hsin Country, Chang Hwa Hsin, Taiwan Merchant	Republic of China 306955989	300,000	

Yangon Dated the day of May 2013

It is hereby certified that the persons mentioned above put their signatures in my presence.